

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

**Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony,
New Kandla for Two Years.**

“Invited by”

Executive Engineer (Roads)
Road Division,
Annexe, A.O. Building,
Ground Floor,
Deendayal Port Authority,
Gandhidham (Kutch) – 370201.
Kutch District.
Gujarat State.



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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO: **01-RD/2025**

NAME OF WORK: Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 05/02/2025
TO : 27/02/2025 upto 15:00 Hrs.

LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE: 27/02/2025 TIME 16:00 HRS.

TIME AND DATE OF OPENING OF BIDS

On 27/02/2025 16:30 Hrs. (Technical bid only)

PLACE OF OPENING OF BIDS

CHAMBER OF EXECUTIVE ENGINEER (ROAD),
ROAD DIVISION,
ANNEXE, A.O. BUILDING,
GANDHIDHAM – KUTCH (GUJARAT STATE),
PIN 370201.

OFFICER INVITING BIDS: EXECUTIVE ENGINEER (ROAD),
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

NOTICE INVITING TENDER

Tender No. 04 – RD/2025

ONLINE TENDERING (E- Tendering)

NAME OF WORK: Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.

E-Tender are invited by Executive Engineer (R) for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.	Rs. 1000.00 (+) 18% GST = Rs 1180.00 Payment towards Tender fee shall be submitted through digital mode/ online transaction in the Account of port Account No: 10080100022427 IFSC code. BARB0GANK UT)	Rs.59,71,281.00	Rs.59713.00 Payment Towards EMD shall be Submitted Through digital mode/ online transaction in the Account of port Account No: 10080100022427 IFSC code. BARB0GANK UT)	NA	Up to 16:00 on 27/02/2025	16.05 hours on 27/02/2025

Detailed tender notice along with complete tender documents can be downloaded from e-tender website <https://tender.nprocure.com> from 05/02/2025 to 27/02/2025@ 16:00 Hrs. Tender Notice is also available on <http://www.deendayalport.gov.in>. Technical Bid will be opened on 06/03/2025@ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact Executive Engineer (R), Ground Floor A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat, Telephone: (O) 02836- 223912 during working hours before the last date and time of downloading of tender documents.

EXECUTIVE ENGINEER (R)

Deendayal Port Authority

DEENDAYAL PORT AUTHORITY
NOTICE INVITING ONLINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Road Division, A.O. Building, Gandhidham – Kutch – 370201.
Tender Notice No.	01-RD/2025
Name of Project	“ Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.”
Name of Work	“ Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.”
Estimated Contract Value (INR)	Rs.59,71,281.00/-
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none"> 1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 17.91 Lakhs. Certified by Chartered Accountant along with UDIN No. 2. Experience of having successfully completed Similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following: 3. Three similar completed works each costing not less than Rs. 23.88 lakhs (Excluding GST) Or 4. Two similar completed works each costing not less than Rs.29.86 lakhs (Excluding GST) Or 5. One similar completed works each costing not less than Rs.47.77 lakhs (Excluding GST)

	<p>6. “Similar Works means the contractor those Who have experienced to operation and maintenance of sewage treatment facilities’ ‘If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.</p> <p>7. The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness. Copy of the same should be uploaded with the tender documents wherever necessary. The authorized person of the bidder will sign along with the same in the online (n) Procure failing which Bid will be considered non responsive. Integrity Pact Agreement should be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the contractor along with both witness signature, name and address as per format available in Annexure-I in the tender document failing which bid submitted by the bidder will be considered non-responsive. However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled, signed IP Agreement to the XEN (R), AO Building, Annexe, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.</p> <p>8. If the contractor work executed as sub-contractor, it is mandatory to upload the sub-contract permission letter to obtained from the Govt./Public Sector or from the owner of the project in case work belongs to private organization. Also the completion certificate/from 3A authenticated by concern Govt. Public Sector Officer or owner of the project shall be uploaded along with TDS certificate deducted from that authority shall be submitted along with bid submission (Address and contact details of the owner of the project should be provided.</p> <p>9. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. (Refer NIT for list of activities considered) as well as duly filled in and signed “Bid Securing</p>
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	<p>Declaration” as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-II</p> <p>10. NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.</p>	
	Divison 42	Civil Engineering
	Group 422	Construction of utility projects
	Class 4220	Construction of utility projects
	Sub-Class 42205	Construction and repair of sewer systems including sewage disposal plants and pumping stations
	<p>11. Integrity Pat document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which bid submitted by the bidder will be considered non-responsive.</p>	
Joint Venture	NOT APPLICABLE	
Rebate	Applicable	
Bid Document Fee :	Rs. 1000.00 (+) 18% GST = Rs. 1,180.00	
Bid Document Fee Payable To:	: Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARBOGANKUT	
Bid Security/ EMD (INR) :	Rs. 59,713.00/-	
Bid Security/ EMD (INR) In Favor Of :	Digital mode of Payment at Bank of Baroda Branch Gandhidham Account No. 10080100022427 IFSC code. BARBOGANKUT	

Bid Document DownloadingStart Date	05/02/2025
Bid Document DownloadingEnd Date	27/02/2025 Up to 16:00 Hrs.
Date & Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Receipt ofBids	27/02/2025 Up to 16:00 Hrs.
Bid Validity Period	120 Days
Condition ::	<p>The bid/tender not accompanied by Tender Fee, and EMD UTR/Transaction Number in Preliminary Bid shall not be considered responsive and their technical and price bid will not be opened.</p> <p>Integrity Pact document need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with both witness signatures as per format available in Annexure-I in the tender document failing which the bid will be considered Non-responsive.</p>
Remarks::	<p>The above shall be shall be submitted in electronic format throughon line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee & Integrity Pact Agreement are received. Accordingly, technical bid of only those bidders shall be opened whoseEMD, Tender Fee, and Integrity Pact Agreement, are received electronically and in order. The bidder shall send hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (R), Road Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHHH-370201, within 7 days from the last date of opening.</p>
Bid Opening Date::	<p>Technical Bid will be opened on 27/02/2025 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.</p>

Documents required to be submitted by scanning throughonline:	<ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria syndicated above. b. EMD in form of Online/Digital mode of Payment c. Tender Fee form of Online/Digital mode of Payment d. As indicated in clause 4 of section1– Instructions to bidders. e. Duly Signed Integrity Pact Agreement with witness signature,address etc. as per format.
Officer- Inviting Bids::	EXECUTIVE ENGINEER (R), Deendayal Port Authority.
Bid Opening Authority ::	EXECUTIVE ENGINEER (R), Deendayal Port Authority.
Address::	EXECUTIVE ENGINEER (R), Deendayal Port Authority. A.O. Building, Annexure, Gandhidham-370201, Kutch District,Gujarat State , INDIA,
Contract Details ::	

EXECUTIVE ENGINEER (R)
Deendayal Port Authority

Note:-

<https://tender.nprocure.com/>In case bidders need any clarifications or if training is required to participate in onlinetenders, they can contact (n) Procure Support team at following address-(n) code Solutions– A division of GNFC Ltd.,(n)Procure Cell,403, GNFC Infotower, S.G. Road, Bodakdev,Ahmedabad–380054(Gujarat).

Contact Details:

Airtel: - +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: - +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

SECTION -1

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

The Executive Engineer (Road), Deendayal Port Authority, invites bids by E-Tendering for the work " Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years." detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

2. Source of Funds

2.1 The employer has arranged the funds from internal resources and will have sufficient funds in Indian currency for execution of the work.

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .4

3.2 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

4.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 17.91 Lacs. Certified by Chartered Accountant along with UIDN No.

4.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- i Three similar completed works each costing not less than Rs. 23.88 Lacs. (Excluding GST).
- ii Two similar completed works each costing not less than Rs. 29.86 Lacs. (Excluding GST).
- iii One similar completed works costing not less than Rs. 47.77 Lacs. (Excluding GST).

4.3 "Similar Works means the contractor those Who have experienced to operation and maintenance of sewage treatment Plant"

4.4 All bidders shall scan and forward the following information and documents with their bids.

Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.

Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.

Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.

Authority to seek references from the Bidder's bankers.

PAN, Registration with GST, Provident Fund Authorities.

EMD in approved form as prescribed under Clause No. 14.

Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

4.5 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposal with the Bidder's participation to be disqualified. It is mediatory to upload sub-contract permission letter prior to excitation of work online while submitting the bid.

6. Cost of Bidding

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

7.1 The Bidder, at his own responsibility and risk is encouraged to visit and examines the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidders' own expense.

BIDDING DOCUMENTS

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed as below and addenda issued in accordance with Clause 9:

Invitation of Bids (NIT)

SECTION 1 Instructions to Bidders

SECTION 2 Forms of Bid, Qualification Information

SECTION 3 Conditions of Contract and Special Conditions

SECTION 4 Form of Security

SECTION 5 Bills of Quantities

- 8.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process.
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.
- 8.4 Prospective bidders may raise query relating to bidding condition, bidding process and/or rejecting of its bid. The reason for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by bidder.

9. Language of Bid

- 9.1 All documents relating to the bid shall be in English language.

10. Documents comprising Bid

- 10.1 The bid submitted by the bidder shall comprise the following:

A. Preliminary Bid:

- i. Bid Security (EMD and Tender fee)
- ii. The integrity pact duly filled and signed at the preliminary stage otherwise the bid is consider as un responsive.

B. Technical Bid:

- i. Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4.

C. Financial Bid:

- i. Contractors Bid duly filled and digitally signed by bidder.
- ii. Price bid of quantity duly filled and digitally signed by bidder.

11. Bid Prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the price submitted by the Bidder percentage above or below.

11.2 All duties, taxes, and other levies payable by the contractor except GST under the contract, or for any other cause shall be included in the rates, prices total Bid price submitted by the bidder.

11.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except GST.

12. Currencies of Bid and Payment

12.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

13. Bid Validity

13.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

14. Bid Security (Earnest Money Deposit-EMD)

A. Earnest money Deposit (EMD) shall be Rs.59,713.00/- to be submitted in form of Digital mode of payment in following Account.

Beneficiary name: Deendayal Port Authority

Account No.: 10080100022427

IFSC code No.: BARB0GANKUT

Bank & Branch: Bank of Baroda, Gandhidham

- A. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- B. EMD will be refunded suo-motto without any application from the bidders.
- C. The Bid Security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security.
- D. The Bid I Security may be forfeited, if
 - (a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity,
 - (b) the Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors, or
 - (c) the successful Bidder fails within the specified time limit to sign the Agreement or furnish the required Performance Security.

15. Alternative Proposals by Bidders

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

16. Format and Signing of Bid

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

D. SUBMISSION OF BIDS

- 17. Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnfc.net Mobile: 9327084190 / 9898589652.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (R) within 7 days of opening of the tenders.

- 17.1 The envelopes shall
 - (a) be addressed to:

The Executive Engineer (Road),
Deendayal Port Authority,
A.O. Building,
Road Division,
Annexe, Ground floor,
Gandhidham-Kutch-370201.
Gujarat-State.

(b) bear the following identification:
Accompaniments for **“Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.”**

Bid reference No. 01-RD/2025
Name and address of the bidder.

18. Deadline of Submission of the Bids

Technical Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on 27/02/2025 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

19. Late Bids

After the deadline prescribed in Clause 18 the bids cannot be submitted in the On-Line System.

20. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.

No Bid can be modified after the deadline for submission of Bids.

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14 (F).

E. BID OPENING AND EVALUATION

21. Bid Opening

On the due date and appointed time as specified in Clause 18, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

22. Clarification of Bids

22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.

22.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each Bid(a) has been properly digitally signed (b) meets the eligibility criteria defined in Clause 4 (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting discounts or other price modification offered in accordance with Sub Clause 20.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

F. AWARD OF CONTRACT

25. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

26. Employer's Right to accept any Bid and to reject any or all.

Notwithstanding Clause 25, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

27. Notification of Award and Signing of Agreement.

(i) The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

(ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 28.

(iii) The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of L.O.A., the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

(iv) Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid have been unsuccessful and release the Bid security (EMD).

Performance Security Clause

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills. Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham or Digital transfer within 21 days of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of Final bill. Balance SD to be refunded immediately.

Corrupt or Fraudulent Practices

29.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts, if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

28. Arbitration Clause

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to

arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.

- (viii) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (ix) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (x) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xi) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

SECTION : 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

1. FORM OF BID
2. CONTRACTOR'S BID
3. PRE-QUALIFICATION OF BIDDERS
4. LETTER OF ACCEPTANCE
5. NOTICE TO PROCEED WITH THE WORK
6. AGREEMENT FORM

SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

Date of Tender Submission _____, Tender No. _____

Name of Work: " Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years."

To,
The Executive Engineer
Road Division
Deendayal Port Authority,
Annex Building, Ground floor,
AO Building
Gandhidham Pin 370-201,
Dist. - Kutch (Gujarat).

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] (Refer Clause 'A' of Section - 5)
- (d) The discounts offered and the methodology for their application are :
Discounts. if our tender is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specified item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid "]
Methodology of application of the discounts. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts]. [in case of Techno- Commercial offer it shall be mentioned that " as filled in the Price Bid "] (Refer Clause 'A' of Section - 5)
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 20.1]** , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.

- (g) We, including any subcontractors or contractors for any part of the contract,[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor]. (Refer Clause ‘A’ of Section - 5)
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no. 5]**.
- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no. 3]**
- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 33]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m)In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, _____ (insert date of signing)

CONTRACTOR'S BID

Name of Work :- “ Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.”

TO,

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures) _____ (in letters)

The advance payment required / not required as per rule.

We accept the appointment of _____ as the conciliator.

(OR)

We do not accept the appointment of _____ as the conciliator and propose instead that _____ be appointed as Conciliator whose daily fees and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely “prevention of corruption act 1988”

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents.

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

Notes:

To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.

PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to tenderers.

1.Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

- Place of registration
- Principal place of business
- Power of attorney of signatory of bid (Attach)

2.Turnover of the Firm/ JV

YEAR	TURN OVER
2023-24	
2022-23	
2021-22	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors' reports (in case of companies/ corporation) etc., list them below and attach copies.

3.Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "similar work" employers reserve the right to verify the information;

4.Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name& address of port	Value of contract Rs.	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port	Value of contract Rs.	Stipulated Period of completion	Date when decision is expected	Remarks if any

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below.

Item of equipment	Requirement no. capacity	Owned/ leased /to be procured	Nos./ capacity	Age/ condition	Remarks (from whom to be purchased)

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub. Clause 9.1 of the conditions of contract.

Position	Name	Qualification	Years of experience (General)	Years of experience in the proposed position
Project manager				
Discipline specialist etc.,				

7. Proposed sub-contracts and firms involved (Refer Clause 'A' of Section - 5)

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

8. Information on litigation history in which the bidder is involved.

Other party(ies)	port	Cause of dispute	amount	Remarks involved showing present status

9. Additional information bidder may like to submit

Duly authorized to sign this authorization on behalf of (insert complete name of tenderer)

Dated on _____ day of _____ [insert date of signing]

LETTER OF ACCEPTANCE

(On letterhead paper of the Port)

TO _____(date)

To: _____

(Name and address of the contractor)

Dear Sir,

Name of Work: “ Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.

Tender no :

Ref: Your bid dated
 And [list the correspondence with the bidder]

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees _____ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. _____ within { _____ } days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto _____ and also sign the contract agreement within { _____ } days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Chief Engineer
Deendayal Port
Authority

ISSUE OF NOTICE TO PROCEED WITH THE WORKS
(Letterhead of the Port)

_____ dated

To
(Name and address of the contractors)

Dear Sirs,

Sub.: Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.”

Tender No.:

Ref.: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] and signing of the contract for execution of the _____ you are hereby instructed to precede with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

Executive Engineer
(Road Division)
Deendayal Port Authority

SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.300/- Non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

AGREEMENT

This Agreement made this _____ day of _____

Between

- (1) The Board of Deendayal Port Authority, an autonomous body of the Ministry of PORT SHIPPING & Waterways of the Government of INDIA, incorporated under the major port AUTHORITY Act, 2021 as amended thereafter, under the laws of India and having its principal place of business [insert address of port](hereinafter called "the Board/port"), and
- (2) [insert name of the contractor], [incorporated under the laws] [country of contractor] having its place [insert: address of contractor] (herein after called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of [tender title and brief description] and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

AND WHEREAS the contractor has to agreed to deposit the performance Security Deposit as follows for the due fulfilment of all the conditions of the contract.

1. Rs. _____ paid in the form of (insert: mode of Payment) at (insert name of Bank), (insert Account No., IFSC code,) Bank Guarantee towards 5 % of Contract value as Performance Guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part relating to the said work viz.
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting tender;
 - (f) Replies issued to the pre-bid queries, addenda is any issued [numbers and date];
 - (g) The contractor's bid and original price and delivery schedules;
 - (h) The employer/ board's notification of award; [insert Letter of Acceptance No.& Date]
 - (i) [Correspondence the employer/board has exchanged with the bidder till and after award of contract vide: [insert W.O.No.&Date].

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows :

All the disputes related to the subject contract shall be resolved through a conciliation committee/councils comprising of independent subject experts

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. in consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

(insert Contractor's Name and address)

For behalf of the contractor:

WITNESS: (Name,Signature, address)

1. _____

2. _____

Signed, Sealed and delivered by

Chief Engineer on Behalf of the Board in

Presence of:

[insert appropriate designation]

For and behalf of the employer/board

WITNESS: (Name,Signature, address)

[insert appropriate designation]

1.- _____

2. _____

The Common seal of the Board of Deendayal Port Authority

Affixed in the presence of:

[insert appropriate designation]

[insert appropriate designation]

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS AND SPECIFICATIONS

Name of Work: - Maintenance Contract of 1.5 MLD Sewage Treatment Plant at New Port Colony, New Kandla for Two Years.

1. The provision in special condition which form a part of contract shall have precedence over those specified in the printed conditions in case of diversity, if any.
2. The contract shall be valid for 24 months from the date of issue of work order and can be extended for further period of 06 months, if required by D.P.A at same rates, terms and conditions.
3. Work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-charge and as per directions issued from time to time.
4. Contractor has to comply with all the motor vehicle rules and regulations etc. as per government rules and Deendayal Port Authority will not be responsible for any violation of rules for use of vehicle (Tractor / Truck / JCB) for the work.
5. Rates quoted by the contractor shall be inclusive of all taxes, duties, levies imposed by Central/State Govt. from time to time except GST and no claim what-so-ever in this regard shall be entertained.
6. The contractor is expected to have full knowledge of work, work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
7. The tender containing conditions for lowering or raising the rates quoted shall be liable for rejection.
8. Income Tax at prevailing rates and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India.
9. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by Deendayal Port Authority at the sole risk and cost of contractor and amount will be recovered from the bill due.
10. The Engineer-in-charge will be entitled to deduct or adjust any sums of money payable by the contractor executed by him or on his behalf from present contract.
11. All the tools, tackles, plants, hoses and ladders (in good condition) etc. are required to be brought by the contractor for carrying out the work to the complete satisfaction of Engineer-in-charge without any extra cost.
12. Bids shall remain valid for a period not less than **120 days** from the date of opening preliminary bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
13. All the labour acts, rules and regulations enforce from time to time are to be followed by the contractor.
14. The Chief Engineer will issue the Letter of Acceptance intimating the contractor about the proposed acceptance of tender. The chairman on behalf of board having common

seal of board shall execute the tender agreement in approved form bearing the stamp of required value.

15. The value of stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforce on the date of execution, however, if the contractor furnishes G.P.F. Notes, approval guarantee in respect of or part of security deposit the stamp duty chargeable for the amount shall be prescribed for agreement payable in accordance with the latest provisions of law enforce on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.
16. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer-in-charge or his subordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
17. The rates quoted shall remain firm during the contract period of Two year and even for extended period if any Increase in rates on account of increase in the prices of fuel, hire charges, labour charges, and taxes, other charges, etc. or in any other account shall not be entertained.
18. Contractor has to arrange his own means of transportation for the work.
19. All the safety rules and health measures must be adopted by the contractor while working.
20. The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Contractor to the board under the terms of any contract executed by him or on his behalf from the security deposit of from any sums that become due from the present contract.
21. For the purpose of measurement, the method prescribed in the Indian standard method of measurement of the building works shall be applicable unless stated otherwise in this contract. In the case of any ambiguity the decision of Engineer in charge shall be final and binding.
22. Water will be supplied free of cost for mixing sodium hydrochloride as per requirement.
23. All the works comprised in contract until handed over to the Engineer-in-charge shall stand at the risk of contractor, who shall be responsible to make good at his own cost all losses and damages caused due to fire weather or any other reasons and causes etc. At the time of completion of work, all the works in good condition and order shall be handed over.
24. The notes and data furnished in Deendayal Port Authority schedule of rates enforce will be considered for measurement purpose, in case of various materials, as regards to lead, weight of materials and allowances for voids covering capacity etc. for materials.
25. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
26. Deleted.
27. During execution of work the contractor shall employ only such persons, who are careful, skilled and experienced in their service trades. The Engineer in charge shall be at liberty to object and ask the contractor to remove, from the work any person

employed by the contractor in execution of work if in the opinion of Engineer in charge, misconduct or he is negligent, in the proper performance of his duties and such person shall not be again employed in the work without the permission of Engineer in charge.

28. All rules and regulations governing Deendayal Port Authority shall be applicable.
29. All the precautions regarding the safety of the workers shall have to be taken by the Contractor at his own cost and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
30. The Engineer-in-charge may delete any number of items included in this contract without assigning any reasons and no disputes/claims on this account shall be entertained.
31. The tenderer should submit firm offer without any price variation and no escalation would be considered.
32. The tenderers are not expected to make any post tender modification. Hence the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary letter shall be given on or before the due date and time and the same shall be opened, if otherwise found in order.
33. The detailed drawings, layout plans and other particulars etc. can be seen in the office of the Executive Engineer (Road) during working hours only.
34. The contractor has to clean floors, glass panes etc. at his own cost immediately after carrying out the work and to the entire satisfaction of the Engineer in charge. If any damage is found due to fault of contractor or his labour during the work inside the building the cost of damage will be recovered from the contractor.
35. Deleted.
36. All the tools/tackles and ladders for executing the work shall have to be arranged by the Contractor and arrangement for storing of such tools/tackles or any material shall have to be made by the contractor at his own cost.
37. Force Majeure:-This will be restricted to acts of God only.
38. The quantity of any item may vary as per site condition and requirement and no claim for variation of quantity will be entertained. Further, quantity so varied & executed will be paid as per accepted rate of tender.
39. The Deendayal Port Authority has introduced Electronic Clearing System. The tenderers are required to furnish necessary details of Bank account etc..
40. Contractor has to do the job immediately as soon as he is asked to execute the particular item. If he fails to do the work within given period, the same will be executed departmentally or through other agency and recovery for difference in rate plus 20% overhead charges will be recovered from the RA Bills of contractor.
41. The tenderers will not have any right to claim for employment in the department, in future on the basis of approved tender. The contractor shall employ no one connected with or in the employment of DPT as a partner or employ to execute this contract work.
42. As part of execution of award job, the contract shall make appropriate arrangement for transportation of required materials / other resources from one location to other location at his cost.
43. It shall be expected that for want of sufficient resources, including required type of equipment's / consumable, or supervision the quality of jobs must not be adversely

affected otherwise it will attract heavy penalty for full job on the contractor, minimum amount of total qty. quoted by the contractor for each item.

44. Deleted.

45. Electricity will be provided free of cost by Deendayal Port Authority.

46. Deleted.

47. 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 PC Act in connection with the bid.

48. Deleted.

49. The Engineer-in-charge or his representative shall at any times have access to works site and to all workshops and place where items relating to the works are being prepared or manufactured.

50. All the precautions regarding safety of workmen shall have to be taken by the contractor at his own cost, and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.

51. The tender is liable to be cancelled in case the tenderer himself or any of his employee is found to be an Engineer of gazetted rank or a Government officer employed in an Engineering Department of Government of India or Port Authority within two years of his retirement and does not possess the permission from Government of India for working as a contractor or his employee.

52. Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

53. The contractor shall strictly follow up the Environmental rules as per the Environmental Protection Act 1986 while execution of the work and as directed by Engineer in charge.

54. Maintenance of Plants equipment's and civil structure.

The Maintenance of all Plants, Pump's & Motors, equipment's and civil structures including all units of STP plants and electrical installation shall be carried out from time to time to the entire satisfaction of Engineer in charge by the contractor at his cost.

55. Special Conditions for Environmental Protection

- i. The contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of the work and as directed by Engineer In-Charge.
- ii. All construction materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer in Charge.
- iii. The Contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
- iv. The contractor(s) shall sprinkles the water to minimize the dust emission.

- v. Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use
- vi. Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations.
- vii. To prevent and minimize vibration and noise levels from machineries/vehicles during construction activities the contractor(s) shall take the remedial action to minimize noise pollution.
- viii. Provide adequate silencers attached with all vehicles and machines.
- ix. Install suitable mufflers on engine exhaust and compressor component.
- x. The diesel generators set shall be used of noise less.
- xi. To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
- xii. The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface /ground water.
- xiii. The contractor(s) should discharge Waste generated during construction work as per CPCB/GPCB regulations.

56. INTEGRITY PACT:

Scanned copy of pre-contract Integrity Agreement (as per appendix) is to be uploaded along with the Preliminary bid. Original hard copy of pre contract Integrity Pact Agreement shall be submitted by post or by hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

Note :

The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No.10 and **Shri Amiya Kumar Mohapatra, IFoS, (Retd.)** and **Dr. Gopal Dhawan, Ex-CMD, MECL**, have been appointed by DPA as independent External Monitors and whose address are as under:

Shri Amiya Kumar Mohapatra,
IFoS, (Retd.)
 Qrs.No.5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751 022
 Nobile No. 9437002530
Email:amiyaiifs@gmail.com

Dr. Gopal Dhawan, Ex-CMD, MECL,
 House No.120, Jal Shakti Vihar
 (NHPC Society) P4, Builders Area,
 Great Noida Gautam Budh Nagar,
Utter Pradesh- 201 315.
 Mobile No. 8007771467
Email:gdhawangeologist@gmail.com

57. Penalty Clause

Penalty as mentioned below shall be deducted from the R.A. bills/ final bill payable to contractor.

In case the contractor failed to deploy the labour/Machinery contractor shall be liable to pay penalty as per listed below table to Deendayal Port Authority.

Sr. No.	Description	Rate (SOR-22)	Penalty (1.5 Times Rate)
1.	Machine Operator (Skilled)/ Security Guard (without arms)/ Fitter (Skilled)	784.00/- Per Shift	1176.00/- Per Shift
2.	Sweeper (sanitary health worker)/ Hiring of Chlorination & de-chlorination/ Beldar	645.00/- Per Day	967.50/- Per Day
3.	Technician/Plumber/Mason/Welder	853.00/- Per Day	1279.50/- Per Day

58. FAIR WAGE CLAUSE AND CONTRACTOR'S LABOUR REGULATIONS.

Provision of Act.

- (1) The Contract Labour (Regulation and Abolition) Act, 1970 applies to every establishment in which 20 or more workers are employed or were employed on any day of the preceding 12 months as contract labour, and to every contractor who employs or who employed on any day of the preceding 12 months; 20 or more workmen. The Act also provides for registration of establishment and Licensing of Contractors. Accordingly, every principal employer is to make an application to the Registering Officer for registration of the establishment.
- (2) It has been clarified by the Ministry of Labour that the 20 contract labourers can be through one or more contractors, and it does not matter that a single contractor may not be employing 20 or more contract workers. It is sufficient that a total of 20 contract workers (through contractors) are working in an establishment of Principal Employer.
- (3) If a contractor employs 20 or more workmen on any day in the preceding year, the contractor is legally bound to take license from the Licensing Officer i.e., Assistant Labour Commissioner.
- (4) Normally XEN of each division is declared as "Principal Employer" under Section 2(i)(g) of the Act.
- (5) The fees to be paid for the grant of Certificate of Registration shall be as prescribed under the Act.
- (6) In pursuance of Section 12 of the Act, no contractor to whom the said Act applies, shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the Licensing Officer.

59. Fair Wages

- (1) The term "Fair Wages" means wages fixed and notified under the provisions of the Minimum Wages Act, 1948 from time to time. The fair wages clause is applicable only to those employees whose wages do not exceed the limit prescribed in the Act.

- (2) It should be the duty of the Labour Officer or any other authorised to act as Labour Officer to make enquiries about non-payment of wages for preventing wages' claims of contractors' labour failing in arrears. For this purpose, it is essential that Labour Officer should make frequent site inspections, as this is the only way of contacting Labour in the field and thus preventing wages falling in arrears. Any case of accumulation of arrears should be specifically brought to the notice of the XEN/SE/Dy. CE.
- (3) The responsibility for identification of labour rests with the Labour Officer. He will, however, be afforded all assistance by the Junior Engineers.

60. GST Clause

- i. The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cess applicable if any, shall be borne by the contractor.
- ii. GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- iii. GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- iv. It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- v. The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- vi. “Contractor / Service Provider / Supplier etc. have to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.”
- vii. The GST & TDS shall be deducted as per applicability of contract on the total gross work order amount of Rs. 1 (one) crore or above. No labour charges or other charges can be

deducted from the contract bills & TDS is to be deducted on the gross contract bill amount. Due to any increase / excess of amount arises subsequently and the total amount becomes more than 1.00 crores then the GST shall be deducted on the entire total amount of work & TDS shall be recoverable on full amount.

78 The Bank Guarantee submitted in lieu of Security deposit must be from any Nationalized / Schedule Bank except Co-operative bank having its branch at Gandhidham (Kutch) (Performa enclosed). The bank guarantee is to be sent directly to Deendayal Port Authority by issuing Bank through registered AD Post.

79 Removal of rejected/sub-standard materials Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.

80 As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

81 Deviation in quantities

The quantity of any item may vary as per site condition and requirement and no claim for variation of quantity will be entertained. Further, quantity so varied & executed will be paid as per accepted rate of tender.

82 Deriving the Market rates:

As per provisions of variation clauses sometimes, rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

83 Payment of Final Bill

83.1 Final bill of all works shall be paid as per DPT's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

83.2 The payment from 2nd bill to pre-final bill, shall be released, subject to the condition that documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time , paid of concerned authority is submitted for the previous bill"

84 Materials arranged by the contractor

The contractor shall submit original bills along with test certificates of the material / equipment's etc., brought at site.

85 **Arbitration Clause**

(I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- (I) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
- (II) The arbitrator who has been dealing with arbitration case being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman holding the office, shall arbitrate himself or appoint any officer to act as arbitrator.
- (III) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along-with the notice seeking appointment of arbitrator.
 - (VI) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
 - (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
 - (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - (IX) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
 - (X) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
 - (XI) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - (XII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - (XIII) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.
- 86 Contractor has to continue the work if any situation arrives due to any reason.
- 87 The Security Guards/chowkidars are to be posted round the clock at STP, Kandla, if any damage or theft is observed it is the prime responsibility of contractor to comply and provide the same without any extra cost.
- 88 Any illegal activities, theft etc. other than the activity inside premises of STP, the contractor will be held responsible and legal initiatives will be carried out from his side.
- 89 Contractor has to disburse the payment directly to the bank account of persons deployed as per labour laws and has to submit monthly proof thereof.
90. The Contractor shall be registered under the billing and other Construction Workers (Regulation of Employment and condition of service.) Act, 1996.
91. If applicable, the payment from 2nd bill to pre- final bill, shall be released, subject to the condition that the documentary evidence (copy of paid challan in GOVT. Treasury) of the welfare Cess@1% of work done or as amended by statutory Authority from time to time, paid concerned authority is submitted for the previous bill.
92. If applicable, the documentary evidence (copy of paid challan in GOVT. Treasury) of the welfare Cess@1% of work done or as amended by statutory Authority from time

to time, paid on final bill shall be submitted before releasing the performance Guarantee.

93. Add one heaping teaspoon (approximately 1/4 ounce) of high-test granular calcium hypochlorite (HTH) to two gallons of water and stir until the particles have dissolved. the mixture will produce a chlorine solution of approximately 500 mg/l.

Technical Specifications

Contractor shall maintain & operate the Plant as per the following Specifications and relevant IS code:

1. Quality Requirements

When underdrains are formed of bricks, the overlying gravel layers may be of size and thickness as follows: As per 11401 (Part 2): 1990

Bottom layer	18 — 33 mm size, 13 cm thick,
Next higher layer	6 — 22 mm size, 6 cm thick,
Next higher layer	2 — 4 mm size, 6 cm thick,
Top layer	0.7 — 1 mm size, 6 cm thick,

The gravel layers may be of river bed pebbles or broken stone whichever is cheaper. If of broken stone, special sieving may be dispensed with if commercial sizes are available approximately to the specified sizes.

Filter Media

The media may be river sand, pit sand or crushed stone. Filter sand should be relatively fine with effective size (e.s.) of 0.15 to 0.30 mm and uniformity coefficient (u.c.) preferably below 3 and not exceeding 5. The quality of sand shall conform to 3.1 of IS 8419 (Part 1): 1977.

Local sand should be used as filter sand wherever possible as it will cut down costs considerably. A simple field check for suitability of local sand is to test whether most of the sample will pass through a sieve of about 1.0 mm opening and most of it will be retained on a sieve of about 0.15 mm opening with not more than 10 percent passing through.

If the sand contains excess silt (more than 1 percent) it should be washed before use.

Sampling of sand shall conform to 3.3 of IS 8419 (Part 1): 1977. The minimum depth of sand (that is, depth; before re-sanding) should be 0.5-0.66 m. Selecting a minimum depth of 0.6 m is advisable if slow sand filtration is the only treatment and the effective grain size is in the higher range.

Filter sand shall consist of hard, durable grains of silica and shall have a specific gravity of not less than 2.5. All grains of sand shall preferably be water worn. The minimum silica content in sand as determined by method given in 7 of IS : 2000-1962 shall be 90 percent.

Any sample of filter sand shall not contain more than 5 percent by volume of impurities, such as clay, loam, silt, etc. in one hour settlement after shaking in water.

The sand shall not contain more than 5 percent of acid soluble matter as determined by solubility test.

The loss on ignition, which is a measure of the organic matter present in sand, shall not be more than 0.7 percent.

GRAVEL

Filter gravel shall consist of hard, preferably rounded stones with an average specific gravity of not less than 2.5 and shall be free from clay, sand, loam and organic impurities of any kind.

The gravel shall contain not more than 2 percent by mass of thin, flat or elongated pieces (in which the largest dimension exceeds three times the smallest dimension) determined by hand picking.

Gravel should be free from excessive amount of limestone or shells and acid solubility determined in accordance with procedure given in Appendix R should not exceed the following limits:

For gravel sizes 10 mm or larger	10 percent solubility
For sizes smaller than 10 mm	5 percent solubility

2. Sewage Quality

The Table-1 given below shows the characteristics of the raw sewage considered for the design of STP.

Table-1: Characteristics sewage at inlet of STP

Sr. No.	Parameters	UOM	Design Values
1.	pH		6.5 – 8
2.	Biological Oxygen Demand(BOD ₅)	mg / L	450
3.	Chemical Oxygen Demand	mg / L	750
4.	Total Suspended Solids	mg / L	250
5.	Oil and Grease	mg / L	50

The plant is designed to attain the quality of treated sewage for the minimum limits or even better shown in the Table-2 given below.

Table-2: Quality of Treated sewage

Sr. No.	Parameters	UOM	Values
1.	pH		6.5 – 8.0
2.	Biological Oxygen Demand(BOD5)	mg / L	≤ 25
3.	Chemical Oxygen Demand	mg / L	≤ 100
4.	Total Suspended Solids	mg / L	≤ 100
5.	Oil and grease	mg / L	≤ 10

To achieve above outlet quality of treated waste water following major units are provided.

1. Screen Chamber
2. Collection Tank with Raw Sewerage Pump
3. Oil & Grease Tank
4. Flocculation Tank
5. Primary settling Tank with Tube Media & Sludge recirculation & sump
6. Aeration Tank (Lagoon Base) with floating media, diffuser and air blowers.
7. Secondary settling tank with Tube media & sludge recirculation & sump
8. Slow Sand Filter with filter media
9. Chlorine contact tank with dosing system
10. Treated water Tank (Lagoon Base)
11. Sludge Drying Bed
12. MCC Room

Fluidized Media Reactor

Major pollution parameter present in domestic waste water is the organic matter represented in terms of Biochemical Oxygen Demand (BOD) that can be removed through biological oxidation. In the aerobic biological process organic matter oxidize in presence of oxygen through microorganism.

The main available biological treatment options are suspended growth process and attached growth process. FMR process has a combination of attached growth and suspended growth process. Process flow diagram is attached here with as figure 1.

This process consists of adding small cylindrical shaped polypropylene carrier elements (specific density of 0.91-0.96 gm/m³) in aeration basin to support bio film growth. The small cylinders are about 20 - 10mm diameter and 20 - 7 mm height with a cross inside the cylinders and longitudinal fins on the outside. The specific surface area of the packing is about 400 m²/m³ of bulk packing volume.

This process does not require any return activated sludge flow, which reduces the power cost during operation and size of Aeration tank thereby reducing the required foot print area. Integrated secondary tube settler is used to settle sloughed solids, which reduce space requirement as compared to conventional flocculation system.

Advantage:

- Reduction in space requirement due to high surface area of cylindrical media
- Energy Conservation as less power requirement
- Low Operation Cost
- Less Maintenance (No Moving Part)
- Good Aesthetic (Integrated Unit)
- Less Sludge Handling

3. Sewerage Treatment Plant Units

i. Screen Chamber

The flow from the Inlet chamber shall then enter the RCC fine screen channels for removal of fine floating materials. Manual fine screens with 40 mm clear openings shall be provided and each shall be designed for Peak Flow. The flow then shall be taken to the de-gritting units.

ii. Collection tank

In actual practice, flow of domestic wastewater is never constant but exhibits diurnal and seasonal variations, both in volume and strength. Dampening of flow and loading normally improve the performance of reactors, more particularly the biological reactors. Therefore, when it is required to collection the strength of waste water and to provide a uniform flow, a collection tank is employed in the waste water treatment system, after the screen chamber.

iii. Oil & Grease Trap

As domestic waste water mainly generates from colony it has contain high oil and grease for the removal of the same it is proposed to install oil and grease separator prior to Flocculation tank.

iv. Flocculation Tank

Flocculation is important processes in water treatment with coagulation to destabilize particles through chemical reaction between coagulant and colloids, and flocculation to transport the destabilized particles that will cause collisions with flocculation.

v. Primary Tube Settler

The Primary Settlement tanks are designed to reduce the velocity of the wastewater flow, allowing heavier organic solids (called raw sludge) to settle. They are the first stage of treatment after the removal of rags and grit in the inlet works. Scrapers present in the tank move continuously along the floor of the tank to deposit the raw sludge in hoppers for removal. The scum which floats to the surface is directed by water jets or scum boards to the sludge sump. The raw, settled sludge is removed by pump or gravity feed to a sludge

treatment process, either on site or via tanker to a larger processing center. Approximately 60% of suspended solids and 35% of BOD removal efficiency can be achieved at this stage.

vi. Aeration tank – (FMR Based)

In this reactor, the filled packing material expands and gets fluidized when the wastewater to be treated moves upward in the reactor. Air is also introduced along with the influent flow from the inlet. The density of the media is less and thus the media floats on the surface. The air is blown into the reactor at a pressure of 0.5 kg/ m² which leads to the suspension of media. MLSS is maintained at 8000 mg/l to 10000 mg/l and the film is formed.

vii. Secondary Tube Settler

The secondary settling tank (SST) or is an integral part of the Fluidized media reactor (FMR). The main purpose of providing the secondary settling tank is to separate the large volume of suspended solids (MLSS) coming from biological reactor and to obtain a very clear and stable effluent. The settled solids form the sludge blanket throughout the entire depth in SST. The settled sludge is usually removed from the bottom of tank through drain valves to Sludge Sump.

viii. Slow Sand Filter

Sand filters are used in the treatment of sewage as a final polishing stage. In these filters, the sand traps residual suspended material and bacteria and provides a physical matrix for bacterial decomposition of nitrogenous material, including ammonia and nitrates, into nitrogen gas. Slow sand filters are used in water purification for treating raw water to produce a potable product. They are 2 meters deep, can be rectangular in cross section and are used primarily to treat surface water. The length (18 mtr.) and breadth (14 mtr.) of the tanks are determined by the flow rate desired by the filters

ix. Chlorine Contact Tank

The over flow from the Slow Sand Filter shall finally be feed to chlorine contact tank for disinfection and control of fecal coli form bacteria. Disinfected sewage shall be discharge to treated water tank.

x. Treated Water tank

After the tertiary treatment, the final treated effluent collected into the final collection tank and can be further utilized for flushing purpose or gardening and plantation purpose. Presently it is discharged in drains.

xi. Sludge Drying Bed

From the sludge sump, water is fed to filter press for dewatering and to reduce the water content up to 50%. Removed sludge shall be stored on natural sludge drying bed for further drying and stabilizing.

4. TREATMENT PROCEDURE

A. Physical Treatment:

The domestic sewage wastewater shall enter into the screen chamber to remove the large size particle.

The equalization tank will be provided with adequate detention times considering peak flow and will be equipped with high volume low pressure air purging system to

maintain adequate DO level in the wastewater and also keep the Particulate Matter in suspended forms.

The equalize wastewater shall be transferred from equalization tank with the help of submersible effluent transfer pumps of adequate capacity to the Fluidized Media Reactor (FMR).

B. Biological Treatment:(Aeration Tank)

The FMR media significantly increase the surface area for bacterial growth. Air is supplied through fine bubble diffuser. Bacteria oxidize the organic matter present in sewage. Suspended particles in the treated wastewater settle in lamella. Treated water overflows in to a chlorination tank, wherein the treated wastewater is disinfected by dosing hypochlorite solution through dosing system. Sludge from PST & SST tank shall be withdraw from the bottom of the tank and transferred to the Sludge Drying Beds. Leachate wastewater generated from the Sludge Drying Beds return back to the equalization tank.

C. Tertiary Treatment:

Supernatant of the secondary lamella transferred to the intermediate collection tank and to multi grade sand filter through high pressure pump for removing the micro suspended particles and give polishing treatment to treated effluent. Further it will be transferred to Activated Carbon Filter for further treatment through adsorption process.

From the Activated Carbon Filter, treated wastewater will be collected into treated water tank and may be disposed of in the nearest drain or supplied for Gardening/Plantation purposes.

1. TECHNICAL SPECIFICATION OF CIVIL UNITS

2. Data Sheet

i. Screen Chamber

Sr. No.	No of screen	1 Nos.
1	Type	Manual
2	Total Avg. flow	1.5 MLD
3	Peak factor	2.25
4	Design Peak Flow	3.75 MLD
5	Velocity through channel at avg. flow	0.3 m/s
6	Maximum Velocity thro' screen	0.6 m/s at peak flow
7	Angle of Inclination	60 °
8	Clear opening between bars	30 mm
9	Thickness of bar	6 mm

10	SWD of channel	0.3 m
11	FB	2.35 m
12	Width of channel	1.5 m
13	Length of channel	1.5 m
14	Size of Inlet gate	Dia 300 mm
15	MOC	RCC (M-30)

ii. Collection Tank

Sr. No.	Description	Unit	Size/ Number/ Specification
1	Average Flow	m ³ /hr	93.75
2	Peak Factor	-	2.25
3	Peak Flow	m ³ /hr	210.93
4	Detention Time	hr	0.5
5	Effective Storage Volume of Tank	m ³	104
6	Depth of Tank	m	4.60
7	Dimension of Tank	m	9.0 m dia x 4.6m
5	MOC	-	RCC (M-30)

iii. Oil & Grease Trap

Sr. No.	Description	Unit	Size/ Number/ Specification
1	Average Flow	m ³ /hr	93.75
2	Peak Factor	-	2.25
3	Peak Flow	m ³ /hr	210.93
4	Surface Loading Rate	m ³ /m ² /day	1300
5	Liquid Density		0.3
6	Require Area	m ²	0.46
7	Depth of Tank	m	4.60

8	Dimension of Tank	m	9.0 m x 2.0 m x 2.0m (2 SWD + 0.3FB)
9	MOC	-	RCC (M-30)

iv. Flocculation Tank

Sr. No.	Description	Unit	Size/ Number/ Specification
1	No. of Unit	Nos.	1
2	Type	-	Passing throw baffle wall
3	Average Flow	m ³ /hr	93.75
4	HRT	Min	20
5	Volume of Tank	M3	36
6	Dimension of Tank	M	9.0 m x 2.0 m x 2.0m (2 SWD + 0.3FB)
7	MOC	-	RCC (M-30)

v. Primary settling tank

SR. No.	Description	Unit	Size/ Number / Specification
1	No of Units	No.	1
2	Flow through Units	Cu. M /d	1500
3	Total Area Required	Sq. m	21
4	SWD	m	3.7
5	Hopper Bottom	m	0.7
6	Sludge Box	m	0.3
7	Free Board	m	0.3
8	Total Depth	m	4.2
9	Size of each PST	m	7.2 x 3.0 x 4.2 + 0.5 m Depth
10	MOC	m	RCC (M –30)

vi. Bioreactor (FMR) (Aeration Tank)

SR. No.	Description	Unit	Size/ Number/ Specification
1	No of Units	No	1
2	Flow In Unit	Cu. M /d	1500
3	BOD Load in unit	kg/d	450
4	BOD in Out let	mg/l	< 25
6	Efficiency Of BOD removal	%	90
7	MLSS	mg/l	8000
8	MLVSS	mg/l	6400
9	Minimum DO Aeration tank	Mg/lit	1.5
10	Require Reactor Volume	Cu. M	675
11	Provided Volume	Cu. M	704
11a.	HRT	Hours	10.8
12	F/M	-	0.15
13	Dimension of tank	-	28 X 14 X(4 SWD + 0.3FB)
14	MOC	-	Hdpe lining with RCC
15	Type		Lagoon Type

vii. Secondary settling tank

SR. No.	Description	Unit	Size/ Number / Specification
1	No of Units	No.	1
2	Flow through Units	Cu. M /d	1500
3	Surface Loading Rate	m ³ /m ² / day	25
4	Total Area Required	Sq. m	63.75
5	SWD	m	2.5
6	Hopper Bottom	m	0.7
7	Sludge Box	m	0.3
8	Free Board	m	0.3

9	Total Depth	m	2.8
10	Size of each SST	m	8.5 x 7.5 x 2.5 + 0.3 m Depth
11	MOC	m	RCC (M – 30)

viii. Sludge Collection Sump

SR. No.	Description	Unit	Size/ Number/ Specification
1	Total Sludge generated	kg	815
2	Sludge Consistency	%	2
3	Volume of Sludge Generation	lit	39970
4	Total Volume	m ³	5
5	Dimension of Tank	m	3 x 1.5 x 1.0

ix. Slow Sand filter

SR. No.	Description	Unit	Size/ Number/ Specification
1	No of Units	No.	1
2	Flow through Units	Cu. M /d	1500
3	Surface Area	Sq. m	252
4	SWD	m	2.0
5	Free Board	m	0.3
6	Dimension of Tank	m	18 x 14 x 2.0
7	MOC	—	RCC (M – 30)

x. Chlorine Contact Tank

Sr. No.	Description	Unit	Size/ Number/ Specification
1	No of unit	:	1 No.
2	Design Flow	:	1.5 MLD
3	HRT at average flow	:	60 min
4	FB	:	0.3 m

5	SWD	:	2.0 m
6	Width	:	1.5 m
7	Length	:	6.2 m
8	MOC	:	RCC M30
9	Dose of Hypo Chlorite (Chlorine)	:	4 PPM

xi. Final Collection Tank

SR. No.	Description	Unit	Size/ Number/ Specification
1	No of Units	No.	1
2	Detention time in Tank	Hr.	5
3	Volume of Tank	Cu. M	280
4	SWD	m	4.0
5	Free Board	m	0.3
6	Dimension of Tank	m	18 x 9 x 4
7	MOC	:	Hdpe lining -Lagoon Type

xii. Sludge Drying bed

SR. No.	Description	Unit	Size/ Number/ Specification
1	No of Units	No.	4
2	Sludge Application depth	m	0.3
3	Free Board	m	0.3
4	Total Depth	m	1.5
5	Water % in Sludge	%	60
6	MOC	-	Brick work
7	Size of Sludge Drying Bed	m	3 X 3 X 1.5

Scope of Work

Item No. 1 Operation of STP (24 Hours)

Operation of Sewage Treatment Plant of 1.5 MLD capacity by engaging skilled operators, security guards daily in 03 shifts of 8 hours each for operation, minor repairing, preventive maintenance & satisfactory working of the system, maintaining log books / records / documents of the above work, etc.

Item No. 2 Maintenance of STP

Maintenance of above STP including up-keeping and maintenance of all machineries, equipment's, piping system, motors, pumps, sumps, chambers, RCC structures, electrical starters, panels, wiring and other accessories including labour, materials, minor / major repairing and carrying out the routine / periodic maintenance. Cleaning of tanks / sumps / chambers periodically ensuring serviceability / satisfactory working of whole system and ensuring quality of treated water as per GPCB / CPCB standard norms (One Job will be considered for One Month).

Cleaning of slow sand filter every six months with replacement of entire sand/pebbles/gravels as required for water purification to achieve flow through these units.

Cleaning of sludge collection sump every three months removed sludge shall be stored on natural sludge drying bed for further drying and stabilizing.

Item No. 3 Testing of Water

Testing of treated waste water should be done every month to find the various factors such as pH, Suspended solids BOD, Residual Chlorine, TDS and other values as per GPCB / CPCB norms. Contractor has to carry out testing of water from recognised government laboratory on every month end then after the running bill will be released on submission of monthly test report. All the testing charges will be borne by the contractor.

LIST OF APPROVED LABORATORY

1. Anadijwala Technical Consultancy
2. Quality Engineering Service-Adipur
3. Aasutosh Marine. 3.85 Ratings. ...
4. Green Globe Enviro Services
5. Envitro Laboratories Pvt Ltd.
6. Shree Soil & Material Testing Laboratory. ...
7. Nddb Calf Ltd. ...
8. Cis Laboratory. ...
9. Swa Environmental Private Limited.

Item No. 4 Providing and dozing of Sodium Hypochlorite

For the disinfection dosing of chlorine in form of Sodium Hypochlorite is to be carried out as per process requirement and for that agency has to maintain sufficient stock.

Contractor

Executive Engineer (Road)
Deendayal Port Authority

SECTION : 4

FORMS OF SECURITIES AND OTHER FORMATS

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 100/- non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

{

Beneficiary: _____ (Name and Address of Employer/Board)

Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/ SECURITY DEPOSIT
(To be executed on Rs.300/- non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act , 2021 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt

_____ (hereinafter called the “contractor”)

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____’s letter

No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender

No. _____ dated _____ (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for

Rs. _____ (Rupees _____)

only we, the (Name of the Bank and Address)

_____ (he
reinafter referred to as “the Bank”) at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____

(Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby

(Name of Bank)

(Name of Branch)

Undertake to pay the amount 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 which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____, undertake to pay to the

(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee.

PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the (Name of
Bank and Branch)

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors 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 Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

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

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees
_____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee 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

_____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT / STAGE PAYMENT
(NOT APPLICABLE)

(To be executed on Rs. 300/- non-judicial Stamp Paper)

{As per CVC guideline BGs for advance shall be taken in equal numbers that of accepted number of installments and BG shall be valid for period of successive date of recoveries}
[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Authorities Act , 2021 (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority [insert name of port], its successors and assigns) having agreed to release stage payment to

_____ (hereinafter called the “contractor”)

(Name of the contractor/s)

under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____’s letter

No. _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender

No. _____ dated _____ (hereinafter called “the said

contract”) for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for

Rs. _____ (Rupees _____)

only we, the

(Name of the Bank and Address)

_____ (hereinafter referred to as “the Bank”) at the request of the contractors do hereby undertake to pay to

the Board an amount not exceeding Rs. _____

(Rupees _____) only against any loss or damage caused to

or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby

(Name of Bank)

(Name of Branch)

Undertake to pay the amount 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 which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____, undertake to pay to the
(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee.

PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board that the (Name of
of
Bank and Branch)

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors 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 Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

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

9. Notwithstanding anything contained herein:

(c) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee 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 _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document no. _____ is full and final for all legal/contractual obligations (delete if not required)].

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

To,
The Board of Deendayal Port Authority [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves
issued on a/c of
M/s. _____
(Name of contractor)

.....

We confirm having issued the above mentioned guarantee favouring
yourselves, issued on account of M/s.

_____ validity for expiry upto
date _____ and claim expiry date upto _____

We also confirm 1) _____ 2)
_____ is/are empowered to sign such Bank Guarantee on
behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID
(To be executed on Rs.300/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

We-----
----- do hereby confirm that Shri (Name, designation
and Address) is/are authorized to represent us to bid, negotiate and conclude the
agreement on our behalf with you against tender no. ----- and his specimen
signature is appended here to ..

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.
We understand that the communication made with him by the Employer/Board shall be
deemed to have been done with us in respect of this Tender.

[Specimen signature]

Yours faithfully,

Signature:
Name & Designation:
For & on behalf of:

DEENDAYAL PORT AUTHORITY

Form of application by the Contractor for seeking extension of time

Part-I

1	Name of Contractor	
2	Name of Work as given in the agreement	
3	Agreement No.	
4	Estimated Amount put to tender	
5	Date of Commencement of Work as per Agreement	
6	Period allowed for completion of work as per agreement	
7	Date of Completion stipulated in agreement	
8	Period for which extension of time has been given previously	
	(a) 1 st extension vide E.E.'s No. Total extension previously given	
9	Reasons for which extension have been previously given (copies of the previous application should be attached)	
10	Period for which extension is applied for	
11	Hindrance on account of which extension is applied for which dates on which hindrance occurred and the period for which these are likely to last. <div style="margin-left: 40px;"> (a) Serial No. : 01 (b) Nature of hindrance : (c) Date of occurrence : (d) Period for which hindrance is likely to last (e) Period for which </div>	

	<p>extension required for this particular hindrance.</p> <p>(f) Overloading period if any, with reference to item.</p> <p>(g) Net extension applied for</p> <p>(h) Remarks if any</p> <p>Total period on account of hindrance mentioned above _____ month ____ days.</p>	
13	Extension of time required for extra work	
14	<p>Dates of extra work and amount involved;</p> <p>(a) Total value of extra work</p> <p>(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.</p>	
14	Total extension of time required for 11 & 12	

Submitted to the Sub Divisional Officer.....

ANNEXURE - II

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____

Tender No. _____

To

(insert complete name and address of the Employer/Purchaser)

I/We, the undersigned, declare that :

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

BANK PAYMENT AGREEMENT FORM (To be collected from the Parties)

1.Name of Party :
2.Account No :
3.Branch Name :
4.IFSC Code of the Bank :
5.MICR Code :
6.Accepted for : NEFT Payment or RTGS Payment

DECLARATION BY THE PARTY :

I/ We hereby declare that the above information furnished by me is correct and DPA is requested to pay my/ our dues to this Account for this work/ supply order is concerned.

Signature of the Party with Seal

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "The Principal"
and

..... (Name of The bidders and consortiummembers)
hereinafter referred to as "The Bidder / Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits

themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will

inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

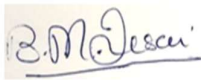
Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.


अधिशास्त्री अभियंता (रोड)
दीनदयाल पोर्ट प्राधिकरण
Executive Engineer (R)
Deendayal Port Authority

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)



Bharat M Desai
Signature of Witness:
(Name & Address)

Signature of Witness:
(Name & Address)

Place : Gandhidham
Date : __/__/20__

Note :

The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No.10 and **Shri Amiya Kumar Mohapatra, IFoS, (Retd.)** and **Dr. Gopal Dhawan, Ex-CMD, MECL**, have been appointed by DPA as independent External Monitors and whose address are as under:

Shri Amiya Kumar Mohapatra,
IFoS, (Retd.)
Qrs.No.5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751 022
Nobile No. 9437002530
Email:amiyaifs@gmail.com

Dr. Gopal Dhawan, Ex-CMD, MECL,
House No.120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area,
Great Noida Gautam Budh Nagar,
Utter Pradesh- 201 315.
Mobile No. 8007771467
Email:gdhawangeologist@gmail.com

Annexure – “II”

Bank Payment Agreement Form: (to be collected from the Parties)

1. Name of Party :-
2. Account No. :-
3. Branch Name :-
4. IFSC Code of the Bank :-
5. MICR Code :-
6. Accepted for :- NEFT Payment or RTGS Payment

SECTION 5

BILL OF QUANTITY
(Schedule-B)