



भारत सरकार
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ और दीपपोत निदेशालय
मुंबई

GOVT. OF INDIA

MINISTRY OF PORTS SHIPPING AND WATERWAYS

DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

MUMBAI

**निविदा दस्तावेज़
BID DOCUMENT**

कार्य का नाम : DGLL के IMO audit से पहले NDC और दीपभवन, मुंबई में सुधार ।
Name of work: Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL.

कार्य स्थल: दीपभवन, एम जी रोड घाटकोपर (पूर्व), मुंबई - 400077
Place Of Work : Deep Bhavan, MG road, ghatkopar (East), Mumbai- 400077

निविदा दस्तावेज़ का मूल्य/ Cost of Bid Document
₹0/-

दीप भवन, एम.जी.रोड, घाटकोपर(पूर्व), मुंबई-400 077
Deep Bhavan, M.G. Road, Ghatkopar (East), Mumbai - 400 077
दूरभाष/ Tel:+91-22-2506 8390, फ़ैक्स/ Fax:+91-22-2506 0996
वेब साइट/website: www.dgll.nic.in ई मेल/email: dte-mum@gov.in

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Name of work: Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL.

निविदा दस्तावेज़/ BID DOCUMENTS

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CM-MUM-01001(02)/1/2020-Civil

14 फ़रवरी 2024

अनुभाग/SECTION-I

ई - निविदा आमंत्रण सूचना

भारत के राष्ट्रपति महोदय की ओर से निदेशक, दीपस्तंभ और दीपपोत निदेशालय, मुंबई द्वारा निम्नलिखित कार्य के लिए केन्द्रीय लोक निर्माण विभाग, राज्य लोक निर्माण विभाग, एमईएस, रेलवे, बीएसएनएल या किसी भी अन्य केन्द्र/ राज्य सरकार/ सार्वजनिक क्षेत्र/ इत्यादि में पंजीकृत प्रतिष्ठित ठेकेदारों/ उपयुक्त श्रेणी की फ़र्मों से केवल ऑनलाइन प्रणाली द्वारा दो कवर प्रणाली (कवर I- तकनीकी बोली, कवर II- कमर्शियल बोली) में निविदाएं आमंत्रित की जाती हैं।

क्रम सं.	विवरण	विवरण
1	कार्य का नाम	DGLL के IMO audit से पहले NDC और दीपभवन, मुंबई में सुधार।
2	कार्य स्थल	दीपभवन, एम जी रोड घाटकोपर (पूर्व), मुंबई - 400077
3	अनुमानित लागत put to tender	₹ 15,92,201/- (Inclusive GST)
4	बयाना जमा	₹ 32,000/- का मांग ड्राफ्ट, सावधि जमा रसीद (FDR) के रूप में किसी भी शिडुल्ड बैंक द्वारा “निदेशक- दीपस्तंभ और दीपपोत, मुंबई” के पक्ष में मुंबई में देया। बयाना जमा तकनीकी बोली खोलने की तिथि से तीन माह तक की अवधि के लिए वैध होगी। बयाना जमा सभी बोलीदाताओं के लिए अनिवार्य है।
5	निविदा शुल्क	₹ 0/-
6	बीड दस्तावेज़ डाउनलोड और बोली प्रस्तुत करने की अवधि	14/02/2024(1305 बजे) से 19/02/2024(1000 बजे) तक
7	प्री-बीड मीटिंग	Pre-bid Meeting 15/02/2024 at 11:00 hrs वांछनीय है और साइट का दौरा अनिवार्य है
8	तकनीकी बोली खोलने की तिथि	20/02/2024(1000 hrs)
9	बयाना जमा/ निविदा शुल्क (असल) प्रस्तुत करने की अंतिम तिथि	17/02/2024(1600 बजे तक)
10	बोली की वैधता	30 दिन (तकनीकी बोली खोलने की तिथि से)
11	कार्य पूर्ण करने की अवधि	06 दिन
12	पात्रता का मापदंड	(1)पंजीकृत ठेकेदारों/ उपयुक्त श्रेणी की फ़र्मों जो निविदा सीमा के बराबर/ अधिक अनुमानित लागत के साथ केन्द्र सरकार/ राज्य सरकार / म्युनिसिपल कार्पोरेशन इत्यादि में पंजीकृत हो।

	(2) पिछले 7 सालों से समान प्रकृति का कार्य (Building repairs works or any other Civil Construction Works) संतोषजनक पूर्ण करने के प्रमाणपत्र [(a) अनुमानित लागत की 40% के बराबर राशि से कम नहीं की लागत के तीन कार्य या (b) अनुमानित लागत की 50% के बराबर राशि से कम नहीं की लागत के दो कार्य या (c) अनुमानित लागत की 80% के बराबर राशि से कम नहीं की लागत का कम से कम एक कार्य (सेक्शन-III के अनुसार)]
	(1) पिछले 3 साल का वार्षिक कारोबार का दस्तावेजी साक्ष्य
	(2) स्थायी लेखा संख्या
	(3) जीएसटी संख्या

बयाना जमा

13. बयाना जमा ₹32,000/- का मांग ड्राफ्ट, सावधि जमा रसीद (FDR) के रूप में किसी भी शिड्यूल बैंक द्वारा "निदेशक - दीपस्तंभ और दीपपोत, मुंबई" के पक्ष में मुंबई में देय जमा करना है। बयाना जमा तकनीकी बोली खोलने की तिथि से तीन माह तक की अवधि के लिए वैध होगी। बयाना जमा (डी डी) की मूल प्रति निश्चित दिन और समय पर या उससे पहले इस कार्यालय में रजिस्टर्ड/ स्पीड पोस्ट या व्यक्तिगत रूप से अन्यथा अपलोड की गई बोली को अस्वीकार/ अयोग्य समझा जाएगा। किसी भी डाक देरी पर विचार नहीं किया जाएगा। सूक्ष्म, लघु और मध्यम उद्यमों (एमएसएमई) के साथ पंजीकृत फर्म भी ईएमडी जमा करें।
14. कार्य का विवरण निविदा दस्तावेज में उपलब्ध हैं हैं जो केन्द्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल वेबसाइट <http://eprocure.gov.in/eprocure/app> & dgl.nic.in से डाउनलोड किया जा सकता है और बोली केवल <http://eprocure.gov.in/eprocure/app> पर निविदा जमा करने की अंतिम तारीख और समय तक ऑनलाइन प्रस्तुत करना है। प्रत्यक्ष रूप से निविदा दस्तावेज की बिक्री लागू नहीं है।
15. बोली खंड 3.1 में परिभाषित पात्रता मानदंड को पूरा करने वाले सभी पात्र बोलीदाताओं के लिए खुला है। बोलीदाताओं से अनुरोध है कि वे ध्यान दें और खुद को संतुष्ट करें कि वे पात्रता मानदंड को पूरा कर रहे हैं।
16. तकनीकी मूल्यांकन एक समिति द्वारा किया जाएगा। तकनीकी मूल्यांकन पूर्ण होने पर, तकनीकी रूप से योग्य बोलीदाताओं की कमर्शियल बोली समिति द्वारा खोली जाएगी। सफल बोलीदाता तय करने में दीपस्तंभ और दीपपोत निदेशालय का निर्णय अंतिम और बोलीदाताओं पर बाध्यकारी होगा।
17. बोलीदाता पात्रता मानदंड, बोलीदाताओं के लिए निर्देश, तकनीकी आवश्यकता, काम की गुंजाइश, अनुबंध की सामान्य और विशेष शर्तें और बोली के संबंध में अन्य सभी दस्तावेजों को ध्यान से पढ़ें। बोलीदाता उपरोक्त सभी मर्तों को ध्यान में रखकर उसकी करें उद्धृत करें।
18. निदेशक- दीपस्तंभ और दीपपोत, मुंबई बोली स्वीकार करने या खारिज करने के लिए खुद के लिए अधिकार सुरक्षित रखते हैं। बोलीदाता उद्धृत दरों पर ही निष्पादन करने के लिए बाध्य रहेगा।
19. प्रत्यक्ष अथवा परोक्ष रूप से, बोली के संबंध में प्रचार सख्त वर्जित है। बोलीदाताओं द्वारा प्रचार के सहारे प्रस्तुत बोलियों को सरसरी तौर पर अस्वीकार कर दिया जाएगा।
20. बोलीदाताओं जिसका निकट के रिश्तेदारों दीपस्तंभ और दीपपोत महानिदेशालय में लेखाकार के रूप में या किसी राजपत्रित अधिकारी के रूप में किसी भी क्षमता में तैनात है उनको बोली के लिए अनुमति नहीं दी जाएगी।
21. संभावित बोलीदाता दीपस्तंभ और दीपपोत महानिदेशालय या पत्तन, पोत परिवहन और जलमार्ग मंत्रालय में किसी भी राजपत्रित अधिकारी के निकट रिश्तेदार जो किसी भी क्षमता में उनके साथ कार्यरत हैं या बाद में उसके द्वारा नियोजित किए गए हैं ऐसे व्यक्तियों के नाम भी सूचित करेगा। बोलीदाता द्वारा इस हालत के किसी भी उल्लंघन के लिए उसे अयोग्य घोषित किया जाएगा।

- निकट रिश्तेदारका मतलब है पत्नी, पति, माता-पिता, दादा-दादी, बच्चों और पोते, भाइयों और बहनों, चाचा, चाची और कानून के अनुरूप।
22. बोलीदाता को बोली के संबंध में किसी भी बिचौलियों (एजेंटों आदि) को किए गए या किए जाने वाले भुगतान का खुलासा करना होगा।
23. भारत सरकार का कोई भी राजपत्रित अधिकारी सरकारी सेवा से संन्यास लेने के बाद दो वर्ष की अवधि के लिए सरकार की लिखित रूप में पूर्व अनुमति के बिना एक ठेकेदार के रूप में कार्य करने के लिए अनुमति नहीं है। बोली प्रस्तुत करने से पहले या ठेकेदार की सेवा में नियुक्ति से पूर्वोक्त अगर किसी भी समय किसी भी ठेकेदार या उसके किसी कर्मचारी एसे मिलते हैं जिसने भारत सरकार की अनुमति प्राप्त नहीं की है, तो अनुबंध रद्द किया जा सकता है।
24. किसी भी निर्धारित तिथि को भारत सरकार द्वारा एक छुट्टी के रूप में घोषित किए जाने की घटना में निर्दिष्ट गतिविधियों को अगले कार्य दिवस पर नियत समय पर ले जाया जाएगा।
25. निविदा आमंत्रण सूचना सभी प्रकार के शुद्धिपत्र/परिशिष्ट/निविदा की शर्तें इत्यादि संविदा/ अनुबंध दस्तावेज़ का एक हिस्सा होगा।

निदेशक /Director

भारत के राष्ट्रपति की ओर से और के लिए

For and on behalf of the President of India

भारत सरकार

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ और दीपपोत निदेशालय

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CM-MUM-01001/(02)/2020-Civil

February 14, 2024

NOTICE INVITING e-TENDER

For & on behalf of President of India, Director of Lighthouses & Lightships, Mumbai invites online bids under two bid system (Part I-Technical bid, Part II- Commercial bid) from reputed contractors/ firms of appropriate category registered with CPWD, state PWD, MES, Railways, BSNL etc. or with any other Central/ State Government / Public sector organizations for the below work.

Sr. No.	Details	Description
1	Name of work	Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL.
2	Location	Deep Bhavan, MG road, ghatkopar (East), Mumbai- 400077
3	Estimated Cost put to tender	₹ 15,92,201/- (Inclusive GST)
4	Earnest Money Deposit	₹32,000/- in the form of Demand Draft / Fixed Deposit Receipt (FDR) of any scheduled Bank in favour of “Director of Lighthouses and Lightships – Mumbai” payable at Mumbai. Earnest Money Deposit shall be valid for a period of Three months from the date of opening of Technical bid
5	Tender Fees	₹ 0/-
6	Bid Document Download & Bid Submission Period	14/02/2024 (1305 hrs) to 19/02/2024 (1305 hrs)
7	Pre bid meeting	Pre-bid Meeting on 15/02/2024 at 11:00 hrs. is desirable and site visit is mandatroy
8	Date of Opening of Technical Bids	20/02/2024 (1000 hrs)
9	Last date of submission of EMD (in original)	17/02/2024(1600 hrs)
10	Bid validity	30 days from the date of opening of Technical bid.
11	Period of completion of work	06 days
12	Eligibility criteria	(1) Registered Licensed contractors, firms of appropriate category with tender limit equivalent /more than the estimate cost put the tender registered with Central Govt. / State Govt. / Municipal Corporation etc.

		2) Proof of satisfactory completion of similar works – (Building repairs works or Civil Construction Works) during last 7 years. (a) Three similar works, each of value not less than 40% of the estimated cost put to tender. (b) Two similar works, each of value not less than 50% of the estimated cost put to tender. (c) One similar work of value not less than 80% of the estimated cost put to tender. (As per Section-III)
		3) Documentary evidence of annual turnover of last three year
		4) Permanent Account Number

EMD

13. Earnest Money Deposit amounting to **₹32,000/-** shall be furnished in the form of Account Payee Demand Draft/ Fixed Deposit receipt (FDR) of any scheduled Bankin favour of “Director of Lighthouses and Lightships – Mumbai” payable at Mumbai. Earnest Money Deposit shall be valid for a period of three months from the date of opening of Technical bid.The originals of EMD should be submitted to this office by Registered / Speed Post or by personally on or before the schedule day & time otherwise the uploaded bid shall be deemed to be rejected/ disqualified. Any postal delay will not be entertained. **Registered Firms with Micro Small and Medium enterprises (MSME) also submit the EMD.**
14. The details of work are available in the tender document which can be downloaded from website Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> & dgl.nic.in and the bid is to be submitted online only on <http://eprocure.gov.in/eprocure/app> upto last date and time of submission of tender. Sale of physical tender document is not applicable.
15. Bidding is open to all eligible Bidders meeting the eligibility criteria as defined in clause 3.1. Bidders are requested to note and satisfy themselves that they fulfill eligibility criteria.
16. Technical evaluation shall be carried out by a Committee. On completion of technical evaluation, the Commercial Bids of the technically qualified bidders shall be opened by the Committee. The decision of the Directorate of Lighthouses & Lightships, Mumbai in deciding the successful bidder shall be final and binding on the bidders.
17. The Bidder shall carefully read Eligibility Criteria, Instructions to Bidders, Technical requirement, Scope of work, General & Special conditions of contract and all other documents in connection with the Bid. The Bidder shall quote his rates, keeping all above points in mind.
18. The Director of Lighthouses & Lightships, Mumbai reserves the right to himself for accepting or rejecting the bid. Bidder shall be bound to perform the same at the quoted rates.
19. Canvassing whether directly or indirectly, in connection with Bid is strictly prohibited. The Bids submitted by the Bidders, who resort to canvassing, shall be summarily rejected.
20. Those Bidders whose near relatives are posted as accountant or as a Gazetted Officer in any capacity in the Directorate General of Lighthouses & Lightships shall not be permitted to Bid. The prospective Bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him, who are near relative to any gazetted officer in the DGLL or in the MINISTRY OF PORTS, SHIPPING AND WATERWAYS. Any breach of this condition by the bidder shall render him ineligible. By the term ‘near relative’ is meant wife, husband, parents & grand parents, children & grand children, brothers & sisters, uncles, aunts & corresponding in laws.

21. The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc) in connection with the bid.
22. No Gazetted Officer of Government of India is allowed to work as a contractor without prior permission of the Govt. of India in writing for a period of two years after his retirement from government service. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Govt. of India as aforesaid, before submission of the Bid or engagement in the contractor's service.
23. In the event of any specified date, being or declared as a holiday by the Government of India, the specified activities shall take place on or up to the appointed time on the next working day.
24. The Notice Inviting Bids, all types of corrigendum /addendums /terms and condition of tender etc. shall form the part of contract document.

Director
For and on behalf of the President of India

दीपस्तंभ और दीपपोत निदेशालय

“दीपभवन”, एम.जी.रोड, घाटकोपर(पूर्व), मुंबई- 400077

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**DIRECTORATE OF
LIGHTHOUSES & LIGHTSHIPS**“Deep Bhavan”, M.G. Road, Ghatkopar (East) Mumbai – 400077
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अनुभाग/SECTION-II**बोलीदाता के लिए निर्देश/ INSTRUCTIONS TO BIDDERS****कार्य का नाम : DGLL के IMO audit से पहले NDC और दीपभवन, मुंबई में सुधार ।****Name of work: Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL.**

For & on behalf of President of India, the Director of Lighthouses & Lightships (DLL), Mumbai invites Online Bids under Two bid system (*Part I-Technical bid, Part II- Commercial bid*) from the bonafide and reputed agencies of appropriate category registered with CPWD, State PWD, MES, Railways, BSNL etc. or any other Central and State Government organizations for executing the above work.

Tender forms can be downloaded from the web site <http://eprocure.gov.in/eprocure/app> & dgl.nic.in

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

It is necessary for the bidders to go through the instructions contained in this section before submission of bid.

2.1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

2.2.1 REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online bidder enrollment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no/ Tel. no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

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

2.2.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications, if required, the same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in **PDF/xls/rar/zip/dwf/jpg** formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, annual report, PAN, TIN, EPF, service tax, other details etc., under "My Space" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2.2.3 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The originals of EMD should be submitted to the DLL, on or before **17/02/20204 upto 1600 Hours**. Bidder should send the EMD through Indian postal/Courier Service. DLL shall not be responsible for any delay or loss, due to postal/Courier Services. The details of the Demand Draft/Bank Guarantee, physically sent, should tally with the details available in the scanned copy and the data **entered during bid submission time, otherwise the uploaded bid shall liable to be rejected.**
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidder shall select the payment option as offline to pay the EMD and enter details of the Demand Draft/Bank Guarantee.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC (Digital Signature Certificate) for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidder shall note that each document to be uploaded for the tender should be less than 25 MB. If any document is more than 25 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) Utmost care shall be taken for uploading Schedule of rates and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Rates i.e. Section VIII, in "xls" format and save it without changing the name of the file. Bidder shall quote their rates in figures in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Rate file is found to be modified by the bidder, the bid will be rejected.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- (xiii) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened due to virus during tender opening, the bid is likely/liable to be rejected.
- (xiv) The time settings fixed in the server side and displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xv) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (xvi) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xvii) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- (xviii) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (xix) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232 and Mobile No. 9869981536 of DLL representative.

SUBMISSION OF OFFER

2.4 The tender shall be submitted online in **Two Cover System** duly scanned and digitally signed by the authorized representative of the bidder as follows:

A) COVER -1 (TECHNICAL BID)

Online bids should be submitted containing copies of following document in Cover-1 for documentary proof, for fulfilling qualifying criteria failing which the offer shall be summarily rejected.

- a. Scanned Copy of Earnest Money Deposit (in the form of Demand Draft /Bankers cheque/ FDR) of **₹32,000/-** drawn in favour of **“Director of Lighthouses & Lightships - Mumbai”** payable at Mumbai from any Nationalised Bank/ RBI approved Bank.
- b. Scanned copies of proof for eligibility as per para 3.1.

c. Scanned copy of tender acceptance letter.(Annexure III)

If the Cover-1 i.e. technical bid does not contain any of the above mentioned documents or contains incomplete or unsuitable technical details, then the offer shall be deemed liable to rejection/ disqualification. The respective Cover-2, i.e. commercial/ financial/ PriceBid of the technically disqualified offers/ bidders shall not be opened.

The bidders are cautioned that divulging of any price information in Cover-1 (Technical Bid) will result in rejection of their tender.

B) COVER-2 (COMMERCIAL / FINANCIAL / PRICE BID BID)

The Cover-2 shall contain the price bid in the enclosed "Schedule of Rates/ Bill of Quantity" as per the excel format enclosed at Section-VII.

- i) Price bid in Excel format (BOQ/ schedule of Rates) provided alongwith this tender shall only be used for quoting price/offer. The quoted rates shall be inclusive of GST and all taxes as applicable on last date of tender.
- ii) It may please be noted that this part shall not contain any terms&conditions.Any condition given in thepricebid (Cover-2) will be a sufficient causefor rejection ofbid.
- iii) The quoted rates shall be written in figures on enclosed proforma (BOQ/ schedule of Rates) which should be duly digitally signed by the bidders or his authorized person.

2.5 BID SUBMISSIONS AND OPENING: -

- 2.5.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> by due date **19/02/2024 and time upto 1000 hours**. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. The tenders shall be opened on the date of opening as specified in NIT.
- 2.5.2 Only those bidders shall be considered qualified by the DLL, who submit requisite EMD, documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the DLL shall be final and binding to all bidders in this regard.
- 2.5.3The bidder shall bear all cost associated with the preparation and submission of its bid and the DLL will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.
- 2.5.4 The prospective bidder requiring any clarification of the tender document, related drawings (A3/A4), may obtain the same online (dte-mum@gov.in)/ offline from Tender Inviting Authority i.e. Director, Directorate of Lighthouses & Lightships, Deep Bhavan, M.G. Road, Opp. Satyam Shopping Complex, Ghatkopar (East), Mumbai – 400 077 in personal or otherwise in writing so as to reach the said office on or before **15/02/2024 (1100 hrs)**.

2.6 PRE-BID MEETING

A pre-bid meeting to provide clarifications before the last date for submission of bids will be arranged on **15/2/2024 upto 1100 Hours** at Deep Bhavan, M G Road, Ghatkopar (East), Mumbai-400077. Attending pre bid is desirable and site visit is mandatory

2.7 EVALUATION OF BIDS:

- 2.7.1 The DLL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender document. For the purposes of this determination, a substantially

responsive bid is one that conforms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionality or reservation.

- 2.7.2 Price Bid/Schedule of Rates shall be evaluated based on the lowest cost.
- 2.7.3 If a bid is not substantially responsive; it will be rejected by the DLL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 2.7.4 The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.
- 2.7.5 If the present performance of the bidder in a current contract for any major work is unsatisfactory as certified by the any authority of the relevant work, the offer of the bidder will be summarily rejected without assigning any reasons thereof.
- 2.7.6 The bidders shall quote the rates only for the items mentioned in the schedule of Rates in excel format provided alongwith this tender.
- 2.7.7 The rates shall only be quoted in Indian Currency and if quoted in other currency, the offer will be liable to be rejected.
- 2.7.8 Conditional offers are liable for rejection.
- 2.7.9 The Price bid(s) of the prospective bidders, who fulfils the techno-commercial requirement of the bid(s), shall be evaluated further.
- 2.7.10 Any effort by a bidder to influence the DLL in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

2.8 NOTIFICATION OF AWARD

- 2.8.1 The bidder whose bid has been accepted will be notified for the award by the DLL prior to expiration of the Bid validity period through the work order.
- 2.8.2 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The DLL shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 2.8.3 If any of the information furnished by the bidder is found to be incorrect at any stage, the bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.
- 2.8.4 DLL reserves the right to cancel the tender without assigning any reason thereof.
- 2.8.5 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.

Director
For and on behalf of the President of India

भारत सरकार

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ और दीपपोत निदेशालय

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GOVT. OF INDIA
MINISTRY OF PORTS SHIPPING AND WATERWAYS

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अनुभाग/SECTION-III

विस्तृत निविदा सूचना/DETAILED TENDER NOTICE

3.1 Eligibility Criteria

3.1.1 For & on behalf of President of India, the Director, Directorate of Lighthouses & Lightships, Mumbai invites Online Bids under two bid system (two cover system, Cover I -Technical bid, Cover- II Commercial bid) from bonafide, reputed contractors having experience and satisfactory execution and completion of similar works giving details of performance report regarding Time Over run with/without levy and quality of work, total cost of project etc. in any Central /State /UT Government Organization during last **Seven years** ending on the last day of the month previous to the one in which, the tenders are invited, and should produce documentary evidence with monetary value:-

- i. Three similar completed works, each costing not less than the amount equal to 40% of estimated cost.
- or
- ii. Two similar completed works, each costing not less than the amount equal to 50% of estimated cost.
- or
- iii. One similar completed work of aggregated cost not less than the amount equal to 80% of the estimated cost.

and

Minimum average turnover shall be 30% of estimate value for each year in last three years ending 31/03/2023. The each financial year shall be reckoned for this purpose from 01 April to 31 March.

- (a) Proof of satisfactory execution and completion of similar nature of civil works during last seven years-

Bidder should have taken up and satisfactorily executed and completed **Three similar works**, each of value not less than **₹6.36 Lakhs** or **Two similar works**, each of value not less than **₹7.96 Lakhs** or **One similar works**, each of value not less than **₹12.73 Lakhs**

Similar nature of civil works means “Special Repair & maintenance work of Building or Civil Construction Works”

(Cover-1): The bidder is required to furnish detailed information with regard to their financial capacity, technical capability and experience. Following details with supporting documents shall be required to be uploaded in the web site along with the Technical bid,

1. Earnest Money Deposit
2. A valid registration certificate/ license of appropriate category with specified tender limits.
3. Permanent Account Number (PAN).
4. Copy of Income Tax Return for the past three financial years (2020-2021, 2021-2022, 2022-2023) ending on 31st March, 2023.
5. Copy of Annual turn-over of the Company/ Profit & Loss statement/ Auditor’s report during the last 3 consecutive financial years ending on 31st March, 2023. Average Annual Financial

Turnover on consecutive works should not be less than 30% of estimated cost during the last 3 consecutive financial years ending 31/03/2022 certified by chartered accountant

6. Proof of satisfactory execution and completion of similar works during last seven years.
7. GST Registration Certificate.
8. Tender acceptance letter on Company Letter Head (Annexure-III)
9. Declaration regarding No relatives as per Annexure –IV
10. An undertaking that bid is unconditional as per proforma Annexure V.
11. Declaration regarding Black listing as per Annexure- VII
12. All other documents required in section VIII consisting of evaluation criteria of technical bid.

The bid shall be rejected if the documents are found false or fake. If at a later stage, the documents submitted are found false or fake, the Contract shall be terminated and performance bank guarantee forfeited. Also, the Contractor shall be fined as deemed appropriate by the employer for breach of trust.

(b) **Similar work experience certificate as a sub contractor shall not be considered.**

- 3.2 The work is to be carried out in Deep Bhavan M G Road Ghatkopar (East) Mumbai -400077. Bidders are advised to visit the site to assess the quantum of work and satisfy themselves about the site conditions, risk, contingencies, relevant drawings and other circumstances, which may influence their working, before submitting their bids.. The intending bidders who wish to seek any clarification may contact the office of Director of Lighthouses & Lightships, Deep Bhavan, M.G. Road, Opp. Satyam Complex, Ghatkopar (East), Mumbai – 400 077. A bidder shall be deemed to have full knowledge of the site conditions whether he visits the site or not.
- 3.3 A bid must be accompanied by an earnest money of **₹32,000/-** in the form of A/C Payee Demand draft/Fixed Deposit Receipt from any Nationalized Indian/ RBI Approved Banks drawn in favour of **“Director of Lighthouses & Lightships-Mumbai”** payable at **Mumbai**.
- 3.4 The successful bidder shall be required to submit a **Performance Guarantee** equivalent to **5% (Five Percent)** of the contract value within the specified time period before issue of work order and **The Security Deposit @5% (Five Percent) shall be deducted from each RA bill.** The Performance Guarantee/The Security Deposit shall be in the form of Fixed Deposit Receipt issued by any nationalized bank OR Bank Guarantee in the prescribed form (**Annexure-II**). The Performance Guarantee will be released on satisfactory completion of the work. **The Security Deposit @5 % of the contract value to be released after 6 months maintenance period from the actual date of completion of the work.** In case the contractor fails to deposit the said performance guarantee & security deposit within the specified period including the extended period if any, the Earnest Money deposit of the contractor shall be forfeited automatically without any notice to the contractor. The E.M.D. of the successful bidder shall be refunded after receipt of performance guarantee and award of contract. The Director of Lighthouses and Lightships reserves the right to decide the eligibility of the bidders. Bidder shall send **“Authority Letter”** with an attested specimen signature of their representative, deputed by them to be present at time of opening of bids.
- 3.5 The time allowed for carrying out the complete work is **06 days** from the date of issue of work order.
- 3.6 The DLL reserves the right to accept any bid or reject all the bids without assigning any reason whatsoever.
- 3.7 The DLL reserves to himself the right of accepting the whole or any part of the bid, and bidder shall be bound to perform the same at the quoted rates.

- 3.8 Canvassing whether directly or indirectly, in connection with bid is strictly prohibited & the bids submitted by the bidder who resort to canvassing shall be rejected.
- 3.9 Bid submitted without earnest money or any conditional bid shall be treated as non-responsive and shall be summarily rejected.
- 3.10 Those bidders whose near relatives are posted as accountants or as an officer in any capacity between the grades of Director/ Deputy Director/ Assistant Executive Engineer or Assistant Engineer or Executive officer Accounts in the Directorate of Lighthouses & Lightships shall not be permitted to bid. The prospective bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him & who are near relative to any Gazetted officer in the DLL or in the MINISTRY OF PORTS SHIPPING AND WATERWAYS, Road Transport & Highways. Any breach of this condition by the bidder/contractor shall render him ineligible. By the term 'near relative' is meant wife, husband, parents and grand parents, children & grand children, brothers and sisters, uncles, aunts & corresponding in laws.
- 3.11 No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Department in Govt of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of India in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission from Govt. of India as aforesaid, before submission of the bid or engagement in the contractor's service.
- 3.12 The bids shall remain valid for a period of **30 days** from the date of opening of technical bid. The full EMD will be forfeited by the Director if
- 3.12.1 The bidder withdraws his bid during bid validity period or
- 3.12.2 The bidder makes any modification in the terms & conditions of the bid at his own or
- 3.12.3 The successful bidder fails to sign the agreement within the specified time.
- 3.13 In the event of any specified date, being or declared as a holiday by the Government of India, the same will take place on or up-to appointed time on next working day.
- 3.14 At any time prior to the deadline for submission of bids, the Director may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendment.
- 3.15 In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing the bids, the Director may, at his discretion, extend the deadline as necessary for the submission of bids.
- 3.16 No amount shall be payable to the Contractor for the items for which rate is not quoted by the bidder, and the contractor shall be bound to execute such items free of cost on zero amount.
- 3.17 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates & amount quoted in the Bill of Quantity, which rates & amounts, shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion of the work as aforesaid in accordance with good practices and recognized principles.
- 3.18 In case of any bid where unit rate of any item appears unrealistic, such bid shall be considered unbalanced and non-responsive. The Director may ask for providing satisfactory explanation for such unrealistic quoted rate. If bidder is unable to provide satisfactory reply with supporting analysis of rates, the bid shall be rejected.
- 3.19 Each bidder shall submit only one bid for this work. A bidder who submits or participates in more than one bid for this work will stand disqualified.

- 3.20 The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Government Department or organization in India or abroad.
- 3.21 The bidder shall sign a declaration under the official secret Act, 1923, for maintaining secrecy of the bid documents, drawings or other records connected with the work given to them. The unsuccessful bidder shall return all the drawings given to them to the office of the Director.
- 3.22 To assist in the examination, evaluation and comparison of bids, the Director may, at his discretion, ask the bidder for any clarification of its bid. All the response to any requests for clarification shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

Director
For and on behalf of the President of India

भारत सरकार

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ और दीपपोत निदेशालय

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अनुभाग/SECTION-IV

अनुबंध की सामान्य शर्तें/ GENERAL CONDITIONS OF CONTRACT

1. सामान्य/General

- (i) The Contractor shall satisfy himself in regard to the nature of work to be done, its scope etc. the condition of contract, specifications, drawings etc. included in the tender papers.
- (ii) It is desirable that he should visit the site of work before he submits his tender in order to understand fully the nature & scope of work & the conditions under which it will have to be executed.
- (iii) For any items of work, the tendered rate shall hold to include all items as are clearly necessary for the proper execution of the work, notwithstanding the fact that any special items may not have been included in the specifications or shown on the drawings.

2. सामग्री और कारीगरी/ Material & Workmanship

Material & workmanship required for the execution of the work have been laid down in the accompanying specifications pertaining to the work. The work shall in every respect conform to these specifications & shall be carried out & completed to the entire specifications of the Director of Lighthouses & Lightships, Mumbai (hereinafter) called “the Director” and/or his representative for the time being who shall have full powers to reject at any stage of construction any or all materials and/or workmanship which may appear to him/them to fall short of the requirement of the aforesaid specifications, drawings etc. or which may appear to him/them to be faulty.

- (i) Any item not included in these specifications shall be executed with material & workmanship of the first quality. The Contractor shall, in case of doubt, refer, in respect of such work, to the Director or his representative.
- (ii) In the event of any doubt occurring in the execution of the work either in respect of specifications or in respect of drawings or for any reason whatsoever the contractor shall refer the matter to the Director through his representative or direct, as conditions may warrant.

3. अतिरिक्त कार्य/Extra Work

No claim for extra work shall be entertained except where such extra work has been authorized in writing by the Director or his representative.

4. निर्णीत हर्जाना /Liquidated Damage

- (i) The contractor shall state in his bid the time within which he undertakes to complete the work in every respect. The time so stated by him shall commence from the date of receipt of the letter informing him of the acceptance of the bid and instructing him to commence work.
- (ii) Throughout the stipulated period of contract the work shall be proceeded with all due diligence. Time being deemed to be the essence of contract on the part of the contractor, the contractor shall pay a sum equal to 1.5% per month of the cost of the work or such amount as may be specified by

the Director (whose decision in writing shall be final) of delay to be computed on per day basis. The maximum amount shall not more than 10% of total value of contract.

- (iii) Should it appear to the Director at any time during the progress of the work, that the progress is unsatisfactory he shall have full powers to procure materials from authorized supplier of materials and to employ such extra labour as he may consider necessary for the proper progress of the work and shall debit the cost of such labour and materials to the contractor, which shall be the first charge upon bills of the contractor.

5. अनुबंध का रद्द करना/Rescindment of Contract

If at any stage during construction, the Contractor ceases work or refuses to fulfill his part of the contract, the Director shall have power to rescind the contract, of which rescission notice in writing to the Contractor under the hand of the Director shall be conclusive evidence of the Contractor's default & the whole of the earnest money paid by the Contractor together with the whole of the security deposit / performance bak guarantee shall stand forfeited & be absolutely at the disposal of Government. The Director shall, moreover, have the power to adopt any measure for the completion of the work in any manner he may choose. In the event of such a course being adopted any expenses, which may be incurred in excess of the sum which would have been paid to the Contractor, of the whole work had been executed by him (for the amount in such cases, the certificate in writing of the Director shall be final & conclusive) shall be realized from the Contractor from any money which may be due to him under this or any other contract or otherwise. In the case when the contract has been rescinded under the aforesaid provision the Contractor shall have no claim for compensation for any loss sustained by him for reasons of his having purchased any material or having entered into any engagement or made any advance on account of the execution of the work. But on the other hand, the Director shall be entitled to take possession of any or part of any material which has been brought by the Contractor to the site of work, in which event the Contractor shall be entitled to such payment therefore as may be considered reasonable by the Director.

If the successful bidder shall not submit the performance guarantee within stipulated time or non/poor performance of the contractor shall leading to the rescindment of contract agreement, and The Director, Directorate of Lighthouses and Lightships reserves the right to cancel/terminate the contract at any time and the contractor shall be blacklisted for period of **03 years**.

6. Termination:

- (i) In the event of the firm going into liquidation or winding up his business or making arrangements with his creditors, this agreement shall stand ipso facto terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to the DLL under this agreement.
- (ii) In the event of any breach of terms and conditions of this Agreement or Un-satisfactory performance of the contractor, the Director shall have the right to terminate the Agreement forthwith by giving 30 days notice. The decision of the Director under this clause shall be final. The performance guarantee submitted by the firm also be forfeited on failure to execute the work as per terms and conditions of this tender document and contractor shall be black listed for three years.

7. समापन का समय/Time of Completion

- (i) The Contractor shall give an undertaking to complete the work in every respect within the stipulated time period (04 months from award of work).
- (ii) Throughout the stipulated period of contract the work shall be proceeded with all due diligence. Time bond deemed to be the essence of contract on the part of the Contractor, the Contractor shall pay a sum equal to 1.5% per month of the cost of the work or such smaller amount as may be specified by the Director (whose decision in writing shall be final) computed for each day that the work

remains incomplete beyond the stated period. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the estimated cost of the work as indicated in the tender notice should it appears to the Director at any time during the progress of the work, that the progress is unsatisfactory he shall have full powers to employ such extra labour as he may consider necessary for the proper progress of the work & shall debit the cost of such labour to the Contractor, which shall be the first charge upon bills of the Contractor.

8. समय अवधि का विस्तार/Extension of Time

If the Contractor shall desire an extension of time for the completion of the work on the grounds of having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Director within 15 days of the date of the hindrance on account of which he desires such extension. If in the opinion of the Director which shall be final, the grounds shown by the Contractor are reasonable the Director may authorize such extension of time as in his opinion may be necessary or proper.

9. कार्य का रखरखाव/ Maintenance of Work

The Contractor shall maintain the Work for a period of **6 months** from the date of completion & shall at the end of this period be called upon to make good, at his own expenses, any defects in material or workmanship which may appear on the satisfactory conclusion of the maintenance period, the Contractor shall be returned the security deposit in accordance with the rules. The Earnest Money Deposit of the successful bidder either shall be refunded after award of contract and submission of contract performance guarantee. The performance guarantee shall be released after successful completion of the work to the satisfaction of the Director or his representative & subject to the final measurement of the work having been taken by a person authorized by the Director & accepted by the Contractor.

10. भुगतान/ Payment

Running account bills for the completed work / part of work will be prepared by engineer authorized by the Director & accepted by the contractor based on the actual measurements of the work taken jointly. With representative of the contractor, The decision to prepare bill, will be taken considering quantum of work executed and demand / request by the contractor. The bills, measurement books are to be signed by the contractor / representative at the time of preparation of bill before submission to the office.

FINAL BILL PAYMENT:-

The final bill shall be settled on receipt of completion. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

11. Arbitration:

All the matter in connection with or arising out of the contract, to be unacceptable and is disputed, shall be referred to Dispute Redressal Committee (DRC). No party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within a period of 60 days extendable by 30 days by consent of both the parties or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), go for appointment of arbitrator under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or receipt of request by DLL for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator.

Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties preferably at Mumbai. Failing arbitration in solving the dispute, high court of Mumbai/courts at Mumbai alone shall have the jurisdiction for all aggrieved parties.

विनिर्देशों में और डिजाइनों में बदलाव/ Alterations in specifications & in designs

The Director or his representative shall have powers to make any alteration in or addition to the original specifications, drawings, designs etc. which may appear him to be necessary or advisable during the progress of the work & the Contractor shall be bound to carry out the work in accordance with such alterations. Such alterations shall not invalidate the contract. Any additional work which the Contractor may be directed to do in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work & at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work & the certificate of the Director shall be conclusive as to such proportions. If the additional work includes any class of work for which no rate is specified under this contract, the Contractor shall within 7 days of the date of the receipt of the order to carry out the additional work, inform the Director of the rate at which he is prepared to undertake such class of work & if the Director does not agree to this rate, he shall give notice in writing & be at liberty to cancel his order to carry the such work, & arrange to carry it out in such a manner as he may consider advisable. If, however, the Contractor shall have commenced work in regard thereto before the rates have been fixed, he shall only be entitled in respect of the work carried out or expenses incurred by him prior to the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Director whose decision shall be final.

12. कार्य का निरीक्षण/ Inspection of Work

Work under execution or execution in respect of this contract shall at all items be open to inspection & supervision of the Director & his subordinates; & the Contractor shall at all times, for which reasonable notice shall be given, be himself present to receive orders & instructions or have a responsible agent on the work for the purpose.

13. Subletting

The contract shall not be assigned or sublet the work without the written approval of the Director.

14. The contractor shall furnish adequate proof (along with the tender) to the effect that he is registered with the Central or State P.W.D.s, M.E.S or Railways etc. for carrying out works to the extent of the amount mentioned in the tender as well as proof of his previous experience. An attested copy of such registration certificate should be enclosed with the tender.

15. श्रमिक/Labour

- (a) No labour below the age of fourteen year shall be employed.
(b) The Contractor shall not pay less than fair wage to labourers engaged by him on the work.

स्पष्टीकरण/Explanation

- (i) “Fair Wage” means wage prescribed by the Central or State Government for the district in which the work is done.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with the labour regulations made by the central and State Government from time to time in regard to payment of wage, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage card, publication of scale of wages and other terms of employment, Inspection and submission of periodical returns and all other matters of a like nature.
- (iv) The Director shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for making the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
- (v) Under the provision of the Minimum Wages Act’1948 and the Minimum wages(central) Rules’1950 the contractor is bound to allow, or cause to be allowed to the labourers directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rates as for duty. In the event of default the Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.
- (vi) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of the contract.
- (c) The contractor shall at his own expense provide or arrange for the provision of footwear and gloves for any labour doing cement mixing or placing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Director or his representative and on his failure to do so the Government shall be entitled to provide the same and recover the cost thereof from the contractor.
- (d) The contractor shall submit, by the 4th and 19th of every month, to the Director true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) The number of labourers employed by him on the work and their wages (2) their working hours, (3) the wages paid to them (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according

to clause 13-(f) and the amount paid to them. On his failure to do so, the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Director shall be final and the amount so levied shall be deducted from any bill due to the contractor.

(e) Maternity Benefit: Rules for female workers employed by contractor, Leave and pay during leave shall be regulated as follows:-

2. Leave

- (i) In case of delivery: Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In case of miscarriage: Upto 3 weeks from the date of miscarriage.

3. Pay

- (i) In the case of delivery: Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy five paise a day whichever is greater.
- (ii) In the case of miscarriage: Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

4. Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for total period not less than 6 months immediately preceding the date on which she proceeds on leave.

5. In respect of all labourers directly or indirectly employed in the work for the performance of the contractor's part of the agreement, the contractor shall at his own expense arrange for safety provisions as per clause-17 in respect of safety code and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a sum (penalty) of Rs.50/- for each default and in addition the officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

15. श्रमिक के लिए आवास/Housing for Labour

(a) The contractor(s) shall at his/their labour with a sufficient number of huts (here in after referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Director or his representative and to his satisfaction.

- (i) The minimum height of each hut at the eye level shall be 7' and the floor area to be provided will be at the rate of 30.00sqft for each member of the worker's family staying with the labourer.
- (ii) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 6' x 5' adjacent to the hut for each family.
- (iii) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (iv) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (v) All the huts shall have wall of sun-dried or burnt bricks laid in mud mortar or other, suitable local materials as may be approved by the Director or his representative. In case of sun dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Director

or his representative and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.

- (vi) The contractor(s) shall provide each hut with proper ventilation.
- (vii) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (viii) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of Director or his representative, back to back construction will not be allowed.

- (b) **पानी की आपूर्ति/ Water Supply:** The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than two gallons of pure and whole some water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand post and where supply is from wells or river tanks which may be of metal or masonry, shall be provided.

The contractor shall also at his own cost make arrangements for laying pipe lines for water supply to his/their labour camp from existing mains available and shall pay all fees and charges.

- (c) The sites selected for the camp shall be high ground, removed from Jungle.
- (d) **Disposal of Excreta:** The contractor shall make necessary arrangements for disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the local/health authorities. If trenching or incineration is not allowed the contractor shall make arrangements for removal of excreta through the Municipal Committee/Authority and informed it about the number of labourers employed so that arrangement may be made by such committee/authority for removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
- (e) **Drainage:** The contractor shall provide efficient arrangement for draining away the sullage water so as to keep the camp neat and tidy.
- (f) **Lighting:** The Contractor shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accident to the workers.
- (g) **Sanitation:** The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
- (h) **Removal of hutting accommodation:** The contractor(s) shall require his/their labourers to vacate and remove from all site all labour hutting accommodation immediately on finishing the work which shall be deemed to have been completed only upon the performance of this condition.

16. कार्य के स्थल पर श्रमिकों के लिए स्वास्थ्य और स्वच्छता की व्यवस्था का संरक्षण /Protection of health and sanitary arrangements for workers at work place:-

(a) Definitions:

- (i) "Workplace" means a place at which at an average fifty or more workers are employed in connection with construction work.
- (ii) "Large workplace" means a place at which at an average 500 or more workers are employed in connection with construction work.

(b) First Aid:

- (i) At every workplace, there shall be maintained in readily accessible place first-aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in large workplace; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

- (ii) At large workplaces, where hospital facilities are not available within easy distance of the works, First Aid Box shall be established and be run by a trained compounder.
- (iii) Where large workplaces are remote from civil or regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- (iv) Where large workplaces are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities such as a car, shall be kept readily available to take injured persons suddenly taken seriously ill, to the nearest hospitals. The contractor(s) shall bear the full hospital charges for the treatment and convalescence of the injured workers and workers taken ill.

(c) Drinking water:

- (i) In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

(d) Washing and Bathing Places:

- (i) Adequate washing and bathing places shall be provided, separately for men and women.
- (ii) Such places shall be kept in clean and drained condition.

(e) Latrines and Urinals for Women: If women are employed separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid in rule.

(f) Those for men shall be similarly marked "for men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

(g) Latrines and Urinals: Except in workplaces provided with water-flushed latrines, connected with a waterborne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be barred inside and outside at least once a year.

(h) Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement-washing shall be noted in a register maintained for this purpose and kept available for inspection.

(i) Provision of shelters during rest: At every workplace there shall be provided, free of cost, two suitable sheds one for meals and the other for rest, for the use of labour. The height of the shelter shall not be less than 3 metres from the floor level to the lowest part of the roof.

(j) Creche:

- (i) At every workplace, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infants' games and play and the other as their bed-room. The huts shall not be constructed on a lower standard than the following:

Thatched roofs; Mud floors and walls; Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided. The use of the hut shall be restricted to children their attendants and mothers of the children.

- (ii) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after the children of women workers.
- (iii) The size of crèche or crèches shall vary according to the number of women workers.
- (iv) The crèche or crèches shall be properly maintained and necessary equipment like toys etc. shall be provided.

17. श्रमिक के लिए आराम, मनोरंजन और दूध पिलाने की सुविधा /Rest, Recreation and Feeding facilities for Labour:

- (i) The contractor shall at his own cost provide his labour with facilities in the form of a Canteen (mobile or otherwise) for obtaining adequate meals and beverages at appropriate times, in case there is a demand from the labour.
- (ii) The canteen shall comply with the National laws and regulations of Health in regard to cleanliness, type of meals provided etc; and operate on a 'no profit basis'.
- (iii) At places where it is difficult for the labour to obtain food stuffs, the contractor shall make adequate provision for food stuffs to be sold to his labour on a 'no profit basis'. The facility should be provided near the area where residential accommodation has been provided by the contractor for the labour.
- (iv) The workers should in no case be under any obligation to participate in the utilization of any of the facilities provided.

18. सुरक्षा संहिता/Safety Code

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used; an extra mazdoor shall be engaged for holding the ladder & if the ladder is used for carrying materials as well, suitable footholds & handholds shall be provided on the ladder & the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal & 1 vertical).
- (ii) Scaffolding or staging more than 12' above than ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted braced & otherwise secured at least 3 ft. high above the floor or platform of such scaffolding or staging & extending along the entire length of the outside & ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent from awaying from the building or structure
- (iii) Working platform, gangways & stairways should be so constructed that they should not sag unduly or unequally & if the height of the platform or the gangway or the stairway is more than 12 ft. above ground level or floor level, they should be closely boarded. Should have adequate with & should be suitably fenced, as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons on materials by providing suitable fencing or railing whose minimum height shall be 3'0".
- (v) Safe means of access shall be provided to all working platforms & other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall be in no case less than 11 1/2" for ladder upto & including

10 feet in length. For longer ladder this width should be increased at least ¼” for each addition foot or length. Uniform steps spacing shall not exceed 12”.

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of works shall be so stocked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall also provide all necessary fencing & lights to protect the public from accident & shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such persons or which may be with the consent of the Contractor to be paid to compromise any claim by any such person.

- (vi) Excavation and Trenching: All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3’ above the surface of the ground. The side of the trenches which are 5’ or more in depth shall be stepped back to give suitable slopes, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii) Demolition: Before any demolition work is commenced and also during the process of the work:-
 - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected:
 - (ii) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof, or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the Director or his representative should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - (c) Those engaged in welding works shall be provided with welder’s protective eye-shields.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the Manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the Man-holes, and the man-holes so opened shall be condoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - (f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed in the work of lead painting, the following precautions should be taken:-
 - I. No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - II. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

III. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during any cessation of work.

- (ix) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
- (x) Use of Hoisting machines and tackle including their attachments, anchorage, and supports shall conform to the following standard or conditions:-
1. (a) These shall be of good mechanical construction sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 2. Every crane driver of hoisting appliance/operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold/winch or give signals to the operator.
 3. In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 4. In case of departmental machines the safe working load shall be notified by the Engineer-in-Charge, As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by him.
- (xi) Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum risk or accidental descent of the load, adequate precautions should be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installation which are already energized, insulating mats, wearing apparel, such as Gloves, Sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- (xii) These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the workspot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- (xiii) To ensure effective enforcements of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by Director or his representatives.
- (xiv) Notwithstanding the above clause from (i) to (xiii) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

19. दुर्घटनाओं की जिम्मेदारी /Responsibility for accidents:

- (i) **The contractor shall be responsible for any accidents or damages to the work during construction and he shall restore and make good such injury at his own expenses.**
- (ii) In every case in which by virtue of provisions of section 12, sub-section 1 of the workmen's compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the work, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section 12 sub-section 2 of the said Act. Government shall be at liberty to recover such amount or any part thereof

by deducting it from his earnest money, security deposit or from any sum due by Government to the contractor. Government shall not be bound to contest any claim made against it under section 12, sub section 1 of the said Act except on the written request of the contractor and upon his giving to Government full security for all cost for which Government might become liable in consequence of contest of such a claim.

20. मचान आदि/Scaffolding etc.

The contractor shall supply at his own cost materials (except such materials, if any, as may be in accordance with contract be supplied from the officer-in-charge), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding & temporary works requisite or proper for the execution of the work, whether original, altered or substituted & whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the officer-in-charge to any matter as to which under these conditions, he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to & from the work. The Contractor shall also supply without charge the requisite number of persons with the means & materials necessary for purpose of setting out works & counting weighting & assisting in the measurement or examination at any time & from time to time of the work or materials. Failing his so doing, the same may be provided by the Officer-in-Charge at the expenses of the Contractor & the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

21. देय राशि की वसूली/ Recovery of sums due

Whenever any claim for the payment of a sum of money arises out of or under this contract against the Contractor, the President of India shall be entitled to recover such sum by appropriating, in part or whole, from the amount of the security deposit, laying with the Director. In the event of the security deposit being insufficient then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or any other contract with the President of India. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the President of India on demand the remaining balance due.

22. मुआवजा/A Set-off

Any sum of money due & payable to the Contractor (including security deposit returnable to him) under this contract may be appropriated by the purchaser or Government or any other person or persons contracting through the Director of Lighthouses & Lightships, Mumbai & set off against any claim of money arising out of or under any other contract made by the Contractor with the purchaser or Government or such other person or persons.

23. दिवाला और अनुबंध का उल्लंघन/ In solvency & breach of contract

The Director may at any time by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:-

- (i) If the Contractor being an individual or if a firm any partner in Contractor's firm shall at any time be adjudged involvement or shall have a receiving order or order for administration or his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act fro the time being in force or make any conveyance or assignment of his effects or enter into any arrangement with this creditors or suspend payment or if the firm be dissolved under the Partnership Act or,
- (ii) If the Contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a Receiver or Manager on behalf of the debenture-holders shall be appointed or circumstances shall have arisen which entitled the court of debenture-holders to appoint a Receiver or Manager; or

- (iii) If the Contractor commits any breach of this contract not herein specified provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall accrue thereafter to the President of India & provided also that the Contractor shall be liable to pay the President of India for any extra expenditure he is thereby put up.

24. ठेकेदार को देय पैसे पर ब्याज/Interest on money due to the Contractor

The Contractor shall not be entitled to interest or damages for loss of interest upon not be entitled to interest or damages for loss of interest upon any amounts lodged as deposits with this department or upon payments in arrears or upon any balance which may, on the final settlement on his account, be due to him.

25. In the event of any question, dispute or difference arising under these condition or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Director or some other person appointed by him. It will be no objection that the arbitrator is a Government servant that he had to deal with the matters to which the contract relates or that in the course of duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitrator may with the consent of the parties enlarge the time from time to time for making & publishing award.

The arbitrator may with the consent of the parties enlarge the time from time to time for making and publishing award.

Subject as aforesaid the Arbitration Act, 1940 & the rules there under & the statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause

The Engineer-in charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal. The contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm / company) who himself has such qualification, it will not be necessary for the said contractor to appoint such a principal technical representative but the contracture shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor shall on receiving reasonable notice from the Engineer-in-charge or his designated representatives(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and /or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor.

The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge or his designated representative in the site book and shall affix his signature in token of noting down the instructions and in broken of acceptance of measurements.

There shall be no objection if the representative /agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-In-charge, whose decision in this respect is final and binding on the contractor, is convinced that so much technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of the clause, a recovery shall be effected from the contractor and the decision of the Engineer-in-charge as recorded in the sited order book and measurement recorded in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision of the work.

The Engineer-in Charge shall be at liberty to subject to the require the contractor to remove from the works any person who in his opinion misconducts himself , or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by Engineer-in-charge to the undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and persons so removed shall be replaced as soon as possible by competent substitutes

26. कटौती/Deductions

- i. GST as applicable at present rate shall be paid by the contractor. The estimated cost put in to the tender is inclusive of 18% of GST. However, the contractor shall quote the rates inclusive of GST and other taxes as applicable on last date of tender.
- ii. GST TDS as applicable shall be deducted from each Running Account and final bill.
- iii. Income Tax shall be deducted at source as per Government income tax Department notification
- iv. Labour cess @ 1% will be deducted from each RA bill.

All above deductions are subject to changes if any amendment issued by the Central/ State Government from time to time.

27. The contractor shall be blacklisted if the contractor not accepting the submitted bid and PBG/ Security Deposit shall be forfeited, if contractor fails to execute the work as per specifications/ other terms & conditions of the contract/direction of DLL office etc
28. Any dispute, difference or Law suites and other proceedings arising out of or in connection with the contract shall be instituted in Court of Law under the jurisdiction of Mumbai.

Director
For and on behalf of the President of India

अधिनियमों और गलतियों की सूची जिसके लिए जुर्माना लगाया जा सकता है

LIST OF ACTS & OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with Rule 8(d) of the Lighthouse Department Contractor's Labour Regulations to be displayed prominently at the site of work in both English & local language.

- 1.) Willful insubordination of disobedience, whether alone or in combination with others.
- 2.) Theft, fraud or dishonesty in connection with the contractors beside a business a property of Lighthouse Department.
- 3.) Taking or given bribes or any illegal gratifications.
- 4.) Habitual late attendance.
- 5.) Drunkenness fighting, riotous or disorderly or indifferent behavior.
- 6.) Habitual negligence.
- 7.) Smoking near or around the area where combustible or other materials are locked.
- 8.) Habitual indiscipline.
- 9.) Causing damage to work in the progress or to property of the Department of Lighthouses & Lightships or of the contractor.
- 10.) Sleeping on duty.
- 11.) Malingering or slowing down work.
- 12.) Giving of false information regarding name, age, father's name etc.
- 13.) Habitual loss of wage cards supplied by the employers.
- 14.) Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place.
- 15.) Bad workmanship in construction & maintenance by skilled workers which is not approved by the Department & for which the contractors are compelled to undertake the rectifications.
- 16.) Making false complaints and/or misleading statements.
- 17.) Engaging on trade within the premises of the establishment.
- 18.) Any unauthorized divulgence of business affairs of the employees.
- 19.) Collection of canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- 20.) Holding meeting inside the premises without previous sanction of the employers.
- 21.) Threatening or intimidating any workman or employer during the working hours within the premises.

Director
For and on behalf of the President of India

भारत सरकार

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ और दीपपोत निदेशालय

“दीपभवन”, एम.जी.रोड, घाटकोपर (पूर्व), मुंबई- 400077

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GOVT. OF INDIA
MINISTRY OF PORTS SHIPPING AND WATERWAYS

DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

“Deep Bhavan”, M.G. Road, Ghatkopar (East) Mumbai – 400077

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अनुभाग/SECTION-V

संविदा की विशेष शर्तें/Special Conditions of Contract

1. All the materials proposed to be used in the work shall confirm to the latest version of relevant codes/specifications of Bureau of Indian standard and as per direction of Director of Lighthouses and Lightships or his authorized representative.
2. The Contractor shall submit the programme, detailed work procedure in which he purposes to carry out the work including arrangement of all tools and plants, Machinery and equipments required for execution of work. The submission of programme for approval by Director shall not relieve the contractor from any of his duties and responsibilities under the contract.
3. All labour, materials, tools, plants, machinery, equipment, water, electricity etc. required for execution for work shall be arranged by the contractor at his own cost.
4. The work shall be carried out in the manner, complying in all respects with the requirement of relevant byelaws of national, state and the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
5. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials and other inputs involved in the execution of the items.
6. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all –inclusive and shall apply to all heights, depths, leads and lifts.
7. All tools, plant and machinery provided by the contractor shall, when brought to the site, be deemed to be exclusive intended for execution of this work and the contractor shall not remove the same or any part thereof without the consent of the Director.
8. All arrangements for establishment, watch & ward of stores and security of sites, police permission, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.
9. The Director means the President of India through the Director of Lighthouses and Lightships, Mumbai (hereinafter referred to as ‘DLL’) having its registered office at the Deep Bhavan, M. G. Road, Ghatkopar (East), Mumbai – 400 077 and shall include his legal representatives and successors and permitted assigns. Accepting authority shall be DLL or his legal representatives and successors and permitted assigns. All the future correspondences in this connection shall be addressed to:-

The Director,

Directorate of Lighthouses & Lightships,

“Deep Bhavan”, M. G. Road, Ghatkopar (E)

Mumbai – 400 077

Phone No:- +91 – 22 –2506 8390

Fax No:- +91 – 22 – 2506 0996 (email- dte-mum@gov.in)

10. The Contract shall be governed by the law of the India. All documents related to bid shall be in Hindi / English language. The language for communications shall be Hindi / English. Law suits and other proceedings arising out of or in connection with the contract shall be instituted in Courts of Law at Mumbai, India only.

11. The cost associated with preparation and submission of bid shall be borne by the bidder. The cost of stamp duties and similar charges (if any) imposed by laws in connection with entry into the contract agreement shall be borne by the bidder.
12. The Contractor shall execute and complete the works in accordance with the contract, and shall remedy and defects in the works.
13. The Director may issue instructions to the contractor, which may be necessary for the Contractor to perform his obligations under the Contract. The contractor or his authorized representative shall be available for taking the instructions from the Director or his authorized representative.
14. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. The Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper design, execution and completion of the works.
15. The Contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise, dust, gases, fuel and other results of his operations.
16. Quantities indicated in the schedule are only approximate & indicative. Variation in quantities may be plus or minus 25% (Twenty Five Percent). The rate for varied quantities shall be same as quoted by tenderer & nothing any extra amount shall be claimed by the contractor. Excess quantity shall be executed only after written approval of Director otherwise no payment shall be made for that excess quantity. The payment of R.A. Bill shall be made for the actual quantities executed and recorded.
17. General Definitions: -
 - (A) "Contract" means Special and General conditions, the specifications, the drawings, the schedule of works, the bid, the letter of acceptance, the Contract agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
 - (B) "Tender" means the Contractor's signed offer for the works and all other documents which the Contractor submitted therewith for the execution and completion of the work and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
 - (C) "Contractor" means the person(s), firms, or company whose bid has been accepted by the Director and the legal successor but not (except with the consent of the Director) any assignee of such person.
 - (D) "Contract Price" means the agreed amount stated in the Contract Agreement for the design, execution and completion of the Works and the remedying of any defects, and includes adjustments (if any) in accordance with the Contract.
 - (E) "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
 - (F) Joint Venture:- If a bidder constitutes (under applicable laws) a joint venture they shall submit and comply with the following requirements:
 - (a) The bid shall be signed so as to be legally binding on all partners,
 - (b) One of the partners shall be nominated as being in charge. This authorization shall be evidenced by submitting an authorization letter signed by legally authorized signatories of all the parties,
 - (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture. The entire execution of the contract including payment shall be made exclusively with the partner in charge,
 - (d) All partners of the Joint Venture shall be liable jointly and separately for the execution of the contract in accordance with the contract in accordance with the contract terms. A relevant statement to this effect shall be included in the authorization mentioned under

sub clause 28(b) above. The name and address of each of the signatory shall be shown in print underneath each signature,

- (e) A copy of the agreement entered into by the Joint Venture partners is to be submitted with the bid.
 - (f) The Contractor shall not change its composition or legal status without the prior consent of the Director.
18. Priority of Documents: The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- (a) The Contract Agreement,
 - (b) The Special Conditions of Contract,
 - (c) The General Conditions of Contract,
 - (d) Description of the items in Schedule of work,
 - (e) Bureau of Indian Standards Specifications.
19. However, it should be clearly indicated in the bid about payment of Service Tax and its rate. Contractor shall also furnish the service tax number. If there is no mention about the service tax in the bid it will amount to having been included in the rate and under such circumstances no service tax will be payable.
20. The Director shall not make any direct payment to subcontractor.
21. The contractor shall pay income tax and surcharge for all payments made to him under the contract as per prevailing laws.
22. Any notice to the contractor shall be deemed to be sufficiently served if given or left on writing at his usual or last known place of abode or business or a site.
23. On the completion of the works, the contractor shall clear away and remove from the site all construction plants, temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the Director.
24. Fortnightly progress report of the work shall be submitted giving details of the work completed in the period and showing the progress of the work measured against the programme submitted by the contractor.
25. Any increase in rates in respect of labour and materials during execution of work shall be borne by the bidder.
26. Test report of all material shall be submitted by contractor at his own cost.

Director
For and on behalf of the President of India

दीपस्तंभ और दीपपोत निदेशालय

“दीपभवन”, एम.जी.रोड, घाटकोपर (पूर्व), मुंबई- 400077

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DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

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अनुभाग/SECTION-VI

सिविल कार्यों के लिए सामान्य विनिर्देश / General Specifications for Civil Works

1.0. GENERAL

1.1. Scope of civil work includes earth-work, CC work, RCC work, masonry work, wood work, flooring, roofing, steel/GI work, stone work, marble work, finishing, painting, electrification, air-conditioning works, water supply, sanitary and drainage work and other miscellaneous works. The work in general shall be executed as per the description of the item, specifications attached, C.P.W.D latest specifications as indicated below: -

- (a) C.P.W.D specifications volume I
- (b) C.P.W.D specifications volume II
- (c) C.P.W.D specifications volume III
- (d) C.P.W.D specifications volume IV
- (e) C.P.W.D specifications volume V
- (f) C.P.W.D specifications volume VI
- (g) C.P.W.D specifications volume I (electrical work)
- (h) C.P.W.D specifications volume II (electrical work)
- (i) C.P.W.D specifications volume III (electrical work)
- (j) C.P.W.D specifications Horticulture & land scaping

1.2. In case of any variation between different applicable specifications, the following order of precedence will be followed.

- (a) Nomenclature of Schedule of items given in Section-VIII (Part – B)
- (b) Particular specifications attached with the bid documents.
- (c) General specifications attached with the Bid documents /drawings.
- (d) C.P.W.D Specifications
- (e) Bureau of Indian Standard Specification.
- (f) Decision of the Employer.

1.3. The contractor shall be required to produce samples of all materials sufficiently in advance to obtain approval of the Employer. This approved sample shall be displayed at site of work and preserved till completion of the work. The materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of any variation, such materials shall be liable to rejection.

1.4. All the materials used in the work shall comply with the requirement of Employer and shall pass all the tests and analysis required by him as per particular specifications applicable or such recognized specifications as acceptable to the Employer.

1.5. The contractor shall ensure quality control measures on different aspects of work including materials, workmanship and correct methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of the work. The quality assurance programme should

include method statement for various items of work to be executed along with check lists to enforce quality control.

- 1.6. The contractor shall get the source of various raw materials, namely aggregate, cement, sand, water etc. to be used on the work, approved from the Employer. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Employer for which the contractor at his own cost shall do tests.
- 1.7. Similarly, the contractor shall submit brand/make of various materials to be used for the approval of the Employer along with samples and once approved, he shall stick to it.
- 1.8. The contractor shall at his own cost, make all arrangement and shall provide such facilities as the Employer may require for collecting, preparing and forwarding the required number of samples for tests and for analysis at such item and to such places, as directed by the Employer. Nothing extra shall be paid for the above, including the cost of materials to be tested.
- 1.9. The contractor or his authorised representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorised representative is not present or does not associate him self, the results of such tests and consequences thereon shall be binding on the contractor.
- 1.10. The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Employer before he proceeds with the use of same for execution of works. If the tube well water is not suitable, the contractor shall arrange suitable water from any source at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest BIS code/CPWD specifications.
- 1.11. Wherever any reference to any Bureau of Indian Standard Specifications occur in the documents relating to this contract same shall be inclusive of all amendments issued thereto or revision thereof if any, upto date of the tender notice.
- 1.12. The material shall conform to the quality and make as per list attached, however for the item not appearing in the list, preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the contractor shall be judged by the standard laid down in the relevant ISI specification / CPWD specification. All material and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles that bear ISI mark but stand banned by CPWD will not be used.
- 1.13. The architectural drawings shall at all times be properly correlated by the contractor before executing the work and no claim what so ever shall be entertained for failing to do so. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawing relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-Charge.
- 1.14. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Employer. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Employer. Any materials procured without prior approval of Employer in writing is liable to be rejected. Employer reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard material shall not be accepted.
- 1.15. The contractor shall have to use plate vibrators for casting of RCC slab in addition to needle vibrators and vibratory plate compactor for compaction of earth under floors.

2.0. CONDITIONS FOR CEMENT

- 2.1 The contractor shall procure 53 grade ordinary Portland cement/ Sulphate resisting cement as required in the work from reputed manufacturers of cement having a production capacity of one million tones per annum or more as approved by Ministry of Industry, Government of India and

holding licence to use ISI certification mark for their product whose name shall be got approved from Employer. Supply of cement shall be taken in 50Kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Employer and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant

BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Employer to do so.

- 2.2 The cement shall be brought at site in bulk supply of approximately 40 tonnes or more as decided by the Employer.
- 2.3 The contractor shall supply free of charge the cement required for testing and the cost of tests shall be borne by the contractor.
- 2.4 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. No payment for excess consumption of cement shall be allowed.
- 2.5 For each grade, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch (to be given by the Contractor for approval) with weatherproof roofs and walls. The actual size of godowns shall be as per site requirements and nothing extra shall be paid for the same. The decision of the Employer regarding the capacity needed shall be final. However, the capacity of each godown shall not be less than 40 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Employer's representative of the work and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godowns according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent in token of its correctness.
- 2.6 Materials shall be kept in the joint custody of the contractor and the Employer's representative. The empty containers /bags/drums shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from Employer.

3.0. SAND

- 3.1 Sand used in the construction work shall conform to I.S. 2686-1977. It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc. and shall not contain any appreciable amount of clay balls or pellets and harmful impurities e.g. iron pyrites, salts, Alkalis, coal, mica, shale etc. The sum of all percentages of all deleterious materials shall not exceed 5%.
- 3.2 The maximum quantity of silt shall not exceed 8%. Sand required to be used for mortar for plaster work shall conform to IS: 1542-1977 and for masonry works shall conform to IS: 2116-1980. The allowable bulkage of sand in moist condition is 15% to 30%.

4.0. BRICKS

- 4.1 Bricks used in the masonry shall be of common burnt clay bricks- hand moulded or machine moulded. They shall be free from nodules of free lime, visible cracks, flaws warpage and organic matter.
- 4.2 The bricks should have smooth rectangular faces with sharp corner and shall be uniform in colour and produce ringing sound when struck.
- 4.3 The samples of bricks shall be subjected to the following tests:
 - i) Dimensional tolerance
 - ii) Water absorption
 - iii) Efflorescence
 - iv) Compressive strength

Common burnt clay building bricks shall conform to IS:1077-1986; classification of burnt clay solid bricks shall conform to IS:3102-1971 and method of test for clay building bricks shall conform to IS:3495-1976(part1 to 4).

5.0. TIMBER

- 5.1 The timber shall be free from decay, fungal growth, boxed heart, pitch pockets or streaks on the exposed edges, split and cracks. The timber shall be of first grade with minimum defects. Knots should be avoided. Knots shall not exceed 1 % of the area of the piece.
- 5.2 The moisture content of timber shall be within a range as per I.S. 287-1993.
- 5.3 The timber shall be seasoned as per I.S. 1141- 1993.
- 5.4 No extra cost will be paid for seasoning of wood etc.

6.0. CEMENT MORTARS

- 6.1 The grade of masonry mortar will be defined by its compressive strength in N/sq.mm at the age of 28 days as determined by the standard procedure detailed in I.S. 2250-1981.
- 6.2 Cement Mortar shall be prepared by mixing cement and sand with or without the addition of pozzolana.
- 6.3 Cement bags weighing 50 kg shall be taken as 0.035cu.m. Other ingredients in specified proportion shall be measured using boxes of size 40x35x25 cm .Sand shall be measured on the basis of its dry volume.
- 6.4 Mixing of mortar shall be done in a mechanical mixer operated manually or by power. However Director , Lighthouses & Lightships may permit hand mixing at his discretion taking into account the nature, magnitude and location of the work or where item involving small quantities are to be done.
- 6.5 Mechanical Mixing
- 6.6 Cement and sand in the specified proportion shall be mixed dry thoroughly in a mixer. Water shall then be added gradually and wet mixing continued for at least three minutes. Only the required quantity of water shall be added which will produce mortar of workable consistency but not stiff paste. Only the quantity of mortar which can be used within 30 minutes of its mixing shall be prepared at a time.
- 6.7 Hand Mixing
- 6.8 Measured quantity of sand shall be levelled on a clean platform and cement bags emptied on top. The cement and sand shall be thoroughly mixed dry, till the mixture is of a uniform colour. The quantity of dry mix can be used within 30 minutes with just sufficient quantity of water to bring the mortar to stiff part of necessary working consistency.
- 6.9 Mortar shall be used as soon as possible after mixing and before it begins to set and in any case within half an hour after the water is added to the dry mixture.

7.0. After completion of work

- 7.1 After completion of the work any materials belonging to the contractor shall be removed by the contractor at his own cost immediately.
- 7.2 If any materials left out by the contractor inside the premises, the Director Lighthouses Lightships deserves the right to remove the same outside the premises; the cost of such removal will be deducted from the contractor's bill or security Deposit.

- 7.3 Alternatively the contractor shall have no right own such materials after his security deposit had been returned to him and the material shall become the property of the department.

Director
For and on behalf of the President of India

भारत सरकार
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ और दीपपोत निदेशालय
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ईमेल:dte-mum@gov.in



GOVT. OF INDIA
MINISTRY OF PORTS SHIPPING AND WATERWAYS
**DIRECTORATE OF
LIGHTHOUSES & LIGHTSHIPS**
“Deep Bhavan”, M.G. Road, Ghatkopar (East) Mumbai – 400077
Tel No. +91-22-2506 8390 Fax. +91-22-2506 0996
Email: dte-mum@gov.in

Validate

Print

Help

[Item Rate BoQ](#)

Tender Inviting Authority: Director of Lighthouses and Lightships, Mumbai

Name of Work-Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL

Contract No: : CM-MUM-01001(02)/1/2020-Civil dated 14.02.2024

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATES including GST & other taxes In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Including GST & other taxes Rs. P	TOTAL AMOUNT Including GST & other taxes In Words

1	2	4	5	13	53	55
1.00	Dismantling of damaged/nonfunctional old taps, wash basin waste pipe/bottle traps at site complete with all operations including all necessary materials, labour and disposal of dismantled material i/c malba, all complete as per the direction of Engineer-in charge	9.00	Each		0.00	INR Zero Only
2.00	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead.all complete as per direction of Engineer-in-Charge.	1.00	Each		0.00	INR Zero Only
3.00	Dismantling of existing unserviceable wooden / steel doors, windows, ventilators, cupboards etc of frames and shutters without damaging the adjacent structure including removal of chowkhats, frames, architraves, holdfasts, hinges, fastening and other attachments and including stacking the serviceable materials and disposing the unserviceable materials from the site with supply of all labours, tools etc. complete as directed by the engineer in charge. (of area 3 sq. metres and below)	6.00	Each		0.00	INR Zero Only
4.00	Providing and fixing 35mm thick ISI marked flush door shutters conforming to IS: 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters and ISI marked Stainless Steel butt hinges with necessary screws including lipping with 2nd class teak wood battens 25 mm minimum depth on all edges of flush door shutters (over all area of door shutter to be measured) and also providing vision panel not exceeding 0.1 sqm (rectangular or square) in all type of flush doors including supply of all labours, tools, materials, rubbing and polishing and finishing etc. complete as directed by the engineer in charge.	12.00	Sqm		0.00	INR Zero Only
5.00	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer of (Hafele India/Dormakaba/Dorset) with ISI, IS : 3564, embossed on the	6.00	Each		0.00	INR Zero Only

	body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.					
6.00	Providing and fixing bright finished brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of (Hafele India/Dormakaba/Dorset) with necessary screws etc. Complete as per the direction of the Engineer-in-charge	6.00	Each		0.00	INR Zero Only
7.00	Providing and fixing twin rubber stopper aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade of (Hafele India/Dormakaba/Dorset), with necessary screws etc. Complete as per the direction of the Engineer-in-charge	4.00	Each		0.00	INR Zero Only
8.00	Providing & fixing 15 mm nominal bore chrome plated brass battery based infrared sensor operated pillar cock, having foam flow technology all complete as per the direction of Engineer-in charge	4.00	Each		0.00	INR Zero Only
9.00	Providing and fixing Water Supply fittings and specials of approved quality of ISI make conforming to relevant IS specification including supply of all labour, materials, tools and plants etc. complete as directed by engineer in charge.					
9.01	15 mm nominal bore C.P. Brass Bib cock	2.00	Each		0.00	INR Zero Only
9.02	8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate	3.00	Each		0.00	INR Zero Only
9.03	32 mm dia C.P Brass bottle trap	6.00	Each		0.00	INR Zero Only
9.04	Toilet paper holder C.P brass	6.00	Each		0.00	INR Zero Only
10.00	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc and	810.00	Sqm		0.00	INR Zero Only

	Providing and applying white cement based putty of average thickness 1 mm, (Asian/Burger/Shalimar), over the plastered wall surface to prepare the surface even and smooth complete including supply of all labour tools materials etc all complete as per direction of Engineer-in-Charge					
11.00	Wall painting with premium acrylic emulsion paint of (Asian/Burger/Nerolac) interior grade in two coats, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.	810.00	Sqm		0.00	INR Zero Only
12.00	Painting with synthetic enamel paint (Asian/Burger/Nerolac) and manufacture of required colour to give an even shade, one or more coats on old work over metal surfaces after thoroughly brushing the surface with sand paper, scrappers to remove all dirt's, spots, loose pieces of scales, cleaning,	180.00	Sqm		0.00	INR Zero Only
13.00	French spirit polishing on wood work two or more coats after thoroughly brushing the surface with sand paper, scrappers to remove all dirt's, spots, loose pieces of scales, cleaning, preparing the surface etc. wherever required including supply of all materials, labours, tools etc. complete as directed by the engineer in charge	50.00	Sqm		0.00	INR Zero Only
14.00	Floor polishing on masonry or concrete floors with wax polish of approved brand and manufacture including supply of all materials, labours, tools etc. complete as directed by the engineer in charge	60.00	Sqm		0.00	INR Zero Only
15.00	Providing, Supplying and fixing in position roller blind (Vista/Mac or equivalent) made up of approved quality, make and shade, fabric strips of blanks vide , made from 100% polyester (non woven) yarn coated with fade resistant polymer to ensure complete opaquity with zero light transmittance, assembled on top aluminium frame (33 mm x 28 mm x 1.2 mm) with powder coated (approx 50 micron) with high quality nylon runners with auto clutch mechanism, stainless steel master runners, stainless steel fitter chains and	80.00	Sqm		0.00	INR Zero Only

	PVC end covers. The bottom end of the fabrics are suspended with a weight which are to be connected by link chains etc complete as per manufacturer's specifications including supply of all materials, fixtures & fittings, tools and plants, labour etc. complete in all respect as per the instructions of the engineer-in-charge.					
16.00	Providing, Supply and installation of Wall Mounted ABS Toilet Paper Holder Bathroom Hand Towel Dispenser Tissue Box Acrylic Toilet Paper Holder (Lid Included) Durable high-impact ABS plastic case. It has a window to let you know when the paper will run out. Large capacity for holding up to 200 pieces of interfolded paper towels. Locking design, equipped with a key, which is suitable for public places.	3.00	Each		0.00	INR Zero Only
17.00	Renting of 3 Seater Turquoise with Mili Coffee Table - Walnut for 1 months including cost of transportation, loading and unloading all complete as directed by engineer-in-charge.	1.00	Each		0.00	INR Zero Only
18.00	Renting of Mid Back Office Chair with Mesh Back & Fixed Arms in Black Color for 1 months including cost of transportation, loading and unloading all complete as directed by engineer-in-charge.	4.00	Each		0.00	INR Zero Only
19.00	Providing, supplying and installation of Mid Back Upholstered Mesh Chair with Push Back Mechanism in Black Color Mesh back chair with fabric upholstered seat	10.00	Each		0.00	INR Zero Only
20.00	Providing, supplying and placing decorative plants with ceramic pots including supply of fertilizers, transportation, loading and unloading charges etc all complete as directed by Engineer-in Charge	50.00	Each		0.00	INR Zero Only
21.00	Providing and fixing banner (flex/vinyl) with steel frame of tubular square section as required including designing printing fixing, at specified height and location including	25.00	Sqm		0.00	INR Zero Only

	transportation, loading and unloading charges etc all complete as directed by Engineer-in Charge					
22.00	Providing and fixing at all height wall panelling and flase ceiling with PVC Mat board of approved pattern and sign and material including providing and fixing to frame work made of 50mm x 50mm hardwood plugs including cutting brick work and fixing in cement mortar and making good the wall etc. and also providing and fixing wooden moulded corner beading of triangular shape to the junction of panelling etc. with iron screws all complete as per direction of Engineer-in Charge.	525.00	Sqm		0.00	INR Zero Only
23.00	Providing, supplying and Fixing 1-2 mm PVC carpet flooring over Cement Concrete flooring after cleaning, brushing and dusting the surfaces and applying a coat of polyester adhesive as approved and supply of all labour tools materials etc all complete as per direction of Engineer	38.35	Sqm		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

This form/Section VII is for reference only

Director
For and on behalf of the President of India



TECHNICAL (ELIGIBILITY) BID EVALUATION CRITERIA FOR PRE ELIGIBILITY

अनुभाग/SECTION-VIII

1:- GENERAL: EVALUATION CRITERIA FOR TECHNICAL BID

1.1 General

- a). The Technical bid shall be evaluated by a committee it is mandatory on the part of the bidder to score a minimum of 60% to qualify for the opening of the commercial bid.
b) The commercial bids of only those bidders shall be opened whose bid is technically qualified. Once technically qualified, a bidder will be informed about opening of the commercial bid.
c) The technically qualified bidder who has quoted the lowest rates shall be declared as successful bidder.

1.2 Technical Evaluation

The technical evaluation shall be carried out based on the following attributes to ascertain the quality of bid:

Sl. No.	Attributes	Evaluation criteria
1	Statutory requirements	
i)	Self-attested copy of the valid registration/ licence of appropriate category.	Mandatory document
ii)	Self-attested copy of PAN card	Mandatory document
iii)	Self-attested copy of Goods and Services Tax (GST) registration certificate	Mandatory document
iv)	An undertaking that tender is unconditional on company letter head	Mandatory document
v)	Tender acceptance letter on company letter head	Mandatory document
vi)	Notarized affidavit that a bidder is not blacklisted (on non-judicial stamp paper Rs. 100/-)	Mandatory document
vii)	List of Gazetted & Non-Gazetted employee (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate of Lighthouses and Lightships, anywhere in India	Mandatory document

Director
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भारत सरकार

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ और दीपपोत निदेशालय

“दीपभवन”, एम.जी.रोड, घाटकोपर(पूर्व), मुंबई- 400077

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GOVT. OF INDIA
MINISTRY OF PORTS SHIPPING AND WATERWAYS

DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

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Tel No. +91-22-2506 8390 Fax. +91-22-2506 0996

Email: dte-mum@gov.in

Annexure -I

बयाना जमा फॉर्म/ Earnest Money Deposit Form

- बोलीदाता को NIT/निविदा दस्तावेज में निर्दिष्ट निर्देशों के अनुसार ईएमडी तैयार करनी चाहिए।
Bidder should prepare the EMD as per the instructions specified in the NIT/ Tender document.
- Earnest Money Deposit for amounting to ₹ 32,000/- shall be furnished in the form of A/C payee Demand Draft/ Bankers cheque/ Fixed Deposit Receipt from any Nationalized Bank in favour of **“Director of Lighthouses & Lightships - Mumbai”** payable at **Mumbai.**
- Scanned copy of EMD should be submitted online with Cover-1 (i.e. Technical Bid).
- The original EMD should be submitted to the DLL on or before **17/02/2024 (1600)hrs.** Bidder should send the EMD to this office by Registered/ Speed Post or by personally along with all technical documents (Xerox copy attested by Gazetted officer) on or before the schedule day & time otherwise the uploaded bid shall be deemed to be rejected/ disqualified.
- DLL shall not be responsible for any delay or loss, due to Postal/Courier services. The details of the Demand Draft/ Fixed Deposit Receipt/ Bank guarantee, physically sent should tally with the details available in the scanned copy & data entered during the bid submission time, otherwise the uploaded bid shall liable to be rejected.
- Earnest Money Deposit of the unsuccessful bidders shall be returned after completion of the processing of bids.
- The full EMD will be forfeited by the DLL if,
 - The bidder withdraws his bid during bid validity period.
 - The bidder makes any modification in the terms & conditions of the Bid at his own.
 - The bidder does not accept corrigendum/addendum issued by the DLL or any corrections raised due to error in filling the bid.
 - The successful bidder fails to sign the agreement within 15 days from the issue of award of the contract.
 - The successful bidder fails to furnish valid bank guarantee for contract performance within 15 days from the issue of award of the contract.

Director

For and on behalf of the President of India

दीपस्तंभ और दीपपोत निदेशालय

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Annexure -II

अनुबंध निष्पादन के लिए गारंटी प्रोफार्मा/ Proforma of Bank Guarantee Contract Performance

(स्टेम्प अधिनियम के अनुसार मुहर लगाए / To be stamped in accordance with Stamp Act)

बैंक गारंटी सं / Bank Guarantee No.: _____

संदर्भ / Ref. _____

दिनांक / Date _____

सेवा में / To,

भारत के राष्ट्रपतिमहोदय/ The President of India
निदेशक के माध्यम से / Acting through the Director
दीपस्तंभ और दीपपोत निदेशालय / Directorate of Lighthouses & Lightships
दीप भवन / Deep Bhavan, एम.जी. मार्ग / M.G. Road
घाटकोपर (पूर्व) / Ghatkopar (East)
मुंबई / Mumbai ' 400 077

महोदय/ Sir,

In consideration of the President of India through the Director of Lighthouses & Lightships, Mumbai, (hereinafter referred to as 'DLL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s. _____ with its reregistered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract namely “**Improvement of the NDC and Deep Bhavan, Mumbai prior to IMO Audit of DGLL.**” by issue of the DLL's letter No _____ Dated _____ entering into a formal contract to that effect with the DLL on _____ vide agreement dated _____ (referred to as the Contract) and the Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire contract for ₹ _____ equivalent to 5% of the said value of the contract to the DLL.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the DLL, on mere demand any and all moneys payable by the Contractor to the extent of ₹ _____ * as aforesaid at any time up to

_____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the DLL on the Bank shall be conclusive and binding notwithstanding any difference between the DLL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the DLL and further agrees that the guarantee herein contained shall continue to be enforceable till the DLL discharges this guarantee.

The DLL shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The DLL shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the DLL and the Contractor or any other course or remedy or security available to the DLL. The bank shall not be released of its obligations under these presents by any exercise by the DLL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DLL or any other indulgence shown by the DLL or by any other matter or thing whatsoever, which under law would, but for this provision, have the effect of relieving the bank.

The bank also agrees that the DLL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the DLL may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding

- (i) Any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any Court or Tribunal or Arbitration relating thereto; or
- (ii) The invalidity, irregularity or unenforceability of the contract; or
- (iii) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DLL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ (indicate the name of the bank) hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this Bank Guarantee is limited to total amount of ₹ _____* and it shall remain in force up to and including _____** and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2023 at _____

गवाह / Witness

हस्ताक्षर/Signature _____

हस्ताक्षर/Signature _____

नाम / Name _____ (बैंक रबर स्टेम्प) _____
Bank's Rubber Stamp

अधिकृत पता/ _____ बैंक स्टेम्प साथ पदनाम/ _____
Reg. Address Designation with Bank Stamp

मुख्तारनामा के अनुसार मुख्तार/ _____
Attorney as per power of attorney

टिप्पणी/ Note :

- जो भी लागू नहीं है, विष्कारीत करे/ Strike out whichever is not applicable.
* यह राशि परफोरमन्स गारंटीके लिए अनुबंध मूल्य के 3%(तीन प्रतिशत) और सुरक्षा जमा के लिए 2.5% (ढाई प्रतिशत)होगी।
* This sum shall be 3% (Three percent) for Performance Guarantee and 2.5% (Two and half percent) for Security Deposit of the contract Price.
** अनुबंध में निर्दिष्ट के अनुसार परफोरमन्स गारंटीअवधि की तारीख संतोषजनक कार्य समाप्ती से 1 महीने के बाद की तारीख होगी। और सुरक्षा जमा की अवधि की तारीख संतोषजनक कार्य समाप्ती से 6 महीने के बाद की तारीख होगी।
** The date of performance guarantee will be 1 month after the satisfactory completion of works as specified in the Contract. The date of Security deposit will be 6 month after the satisfactory completion of works as specified in the Contract.
- उचित मूल्य के स्टेम्प पेपर की खरीदी गारंटी जारी करने वाले बैंक के नाम पर की जाएगी.
The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

No.

Date:

To,

भारत के राष्ट्रपतिमहोदय/ The President of India

निदेशक के माध्यम से/ Through the Director

दीपस्तंभ और दीपपोत निदेशालय/ Directorate of Lighthouses & Lightships,

मुंबई/ Mumbai

Sub: - Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____ dated _____

Name of Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: <http://eprocure.gov.in/eprocure/app> & dgll.nic.in as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents from Page No. **01 to 53** (including all documents like annexure(s), schedule(s), drawings etc.) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender condition of above-mentioned tender document(s)/ corrigendum(s) in its totality/ entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

No.

Date:

DECLARATION
(On Company Letter Head)

This is to certify that no our near relatives are posted as accountant or as a Gazetted Officer in any capacity in the Directorate General of Lighthouses & Lightships (DGLL) or in the MINISTRY OF PORTS SHIPPING AND WATERWAYS . It is also certified that this firm have not appointed any engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Department in Govt of India without prior permission of the Govt. of India.

(Seal of the Company)

Signature of the bidder or his Authorised signatory

(Name of the bidder or his Authorised signatory)

Date.....

Place.....

UNDERTAKING
(On letter head of the firm)

I.....son of Shri..... authorized
signatory to sign the bid on behalf of M/S
..... do hereby give an undertaking
that

- (i) The price bid does not contain any condition.
- (ii) We have not made 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 PC Act in connection with the bid.

(Seal of the Company)

Date..... Signature of the bidder.....

or his Authorised signatory Place..... Name of the

bidder..... or his Authorised signatory

DECLARATION REGARDING BLACKLISTING FROM TAKING PART IN GOVT.TENDER GOVT. DEPT

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----has not been blacklisted or debarred in the past by Government organization from taking part in Government tenders.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Date:

Signature of Bidder with seal.