

भारत सरकार / GOVT. OF INDIA

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय/ MINISTRY OF PORTS, SHIPPING AND WATERWAYS

दीपस्तंभ और दीपपोत निदेशालय / DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

"दीपभवन", 44- भगत सिंह रोड / DEEP BHAVAN, 44 - B.S. ROAD

पोर्ट ब्लेयर /PORT BLAIR - 744101



ई -निविदा दस्तावेज़

कार्य का नाम : कीटिंग प्वाइंट लाइटहाउस और डीजीपीएस स्टेशन, कार निकोबार में कास्ट आयरन लाइटहाउस टावर, 30 मीटर ऊंचे एरियल मास्ट ट्रेस्टल टावर (02) और नेवटैक्स ट्रेस्टल टावर (01) की पेंटिंग।

e - Tender Document

Name of Work: Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.



भारत सरकार / Government of India

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ एवं दीपपोत निदेशालय

Directorate of Lighthouses & Lightships

"दीपभवन", 44-बी.एस.रोड / "Deep Bhavan", No- 44 B.S.Road

पोर्ट ब्लेयर / Port Blair – 744 101

फ़ैक्स एवं फोन / Tele-Fax-03192 - 244577, Telephone-03192 - 233298

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F. No. CM-PB-01003/1/2022-CM-PB

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खंड-1 ई निविदा आमंत्रण सूचना

भारत के राष्ट्रपति के लिए और उनकी ओर से, निदेशक, दीपस्तंभ और दीपपोत निदेशालय, दीप भवन, 44-बी एस रोड, पोर्ट ब्लेयर, द्वारा " कीटिंग प्वाइंट लाइटहाउस और डीजीपीएस स्टेशन, कार निकोबार में कास्ट आयरन लाइटहाउस टावर, 30 मीटर ऊंचे एरियल मास्ट ट्रेस्टल टावर (02) और नेवटैक्स ट्रेस्टल टावर (01) की पेंटिंग। " के कार्य के लिए ऑनलाइन आइटम दर निविदाएं आमंत्रित करते हैं। योग्य अनुभवी सिविल ठेकेदारों से, जिनके पास अंडमान और निकोबार द्वीपों में सरकारी संगठनों के साथ समान कार्यों को सफलतापूर्वक पूरा करने का अनुभव है और उनकी कोई प्रतिकूल टिप्पणी नहीं है।

क्रम सं	विवरण	विवरण
1	कार्य का नाम	कीटिंग प्वाइंट लाइटहाउस और डीजीपीएस स्टेशन, कार निकोबार में कास्ट आयरन लाइटहाउस टावर, 30 मीटर ऊंचे एरियल मास्ट ट्रेस्टल टावर (02) और नेवटैक्स ट्रेस्टल टावर (01) की पेंटिंग।
2	कार्य स्थल	कीटिंग प्वाइंट, कार निकोबार
3	अनुमानित लागत	₹ 14,22,633/-
4	कार्य पूर्ण करने की अवधि	6 माह
5	बयाना जमा	₹28,500/- की सावधि जमा रसीद (FDR) या किसी भी राष्ट्रीयकृत बैंक द्वारा जारी बैंक गारंटी के रूप में "निदेशक – दीपस्तंभ और दीपपोत, पोर्ट ब्लेयर" के पक्ष में पोर्ट ब्लेयर में देय। बयाना जमा तकनीकी बोली खोलने की तिथि से छः माह तक की अवधि के लिए वैध होगी।
6	बिड दस्तावेज़ की लागत (अहस्तांतरणीय)	निशुल्क
7	निविदा दस्तावेज़ डाउनलोड एवं बोली प्रस्तुत करने की अवधि	30/04/2024(1700 बजे) से 15/05/2024(1500 बजे) तक
8	प्री बिड बैठक	08/05/2024(1500 बजे)
9	तकनीकी बोली खोलने की तिथि	16/05/2024(1500 बजे) (इंटरनेट सुविधा उपलब्ध होने पर)
10	बयाना जमा (असल) प्रस्तुत करने की अंतिम तिथि	15/05/2024(1500 बजे) तक
11	बोली की वैधता	180 दिन (तकनीकी बोली खोलने की तिथि से)
12	पात्रता का मापदंड	As per Section-III clause 3.1 of Tender Document

नियम और शर्त

1. रुपये 28,500/- की बयाना राशि जमा रसीद/सावधि जमा रसीद (एफडीआर) पर जमा के रूप में किसी भी भारतीय रिजर्व बैंक द्वारा अनुमोदित, राष्ट्रीयकृत/अनुसूचित बैंक द्वारा "दीपस्तंभ और दीपपोत के निदेशक - पोर्ट ब्लेयर के पक्ष में प्रस्तुत की जाएगी। बयाना राशि तकनीकी बोली खोलने की तारीख से छह महीने की अवधि के लिए वैध होगी। ईएमडी की मूल प्रति सभी तकनीकी दस्तावेजों के साथ पंजीकृत/स्पीड पोस्ट द्वारा या व्यक्तिगत रूप से जमा करने की निर्धारित तिथि और समय पर या उससे पहले इस कार्यालय में जमा की जाएगी अन्यथा अपलोड की गई बोली को अस्वीकार/अयोग्य माना जाएगा। सूक्ष्म लघु मध्यम उद्यमों (एमएसएमई) या राष्ट्रीय लघु उद्योग निगम (एनएसआईसी) या एमएसएमई मंत्रालय द्वारा निर्दिष्ट किसी अन्य निकाय के साथ समान प्रकृति के काम के लिए पंजीकृत बोलीदाता भारत सरकार के प्रचलित दिशानिर्देशों के अनुसार ईएमडी के भुगतान से छूट के लिए पात्र होंगे। उपलब्ध छूटों का दावा करने के लिए उन्हें तकनीकी बोली के साथ ऐसे पंजीकरण का दस्तावेजी प्रमाण प्रस्तुत करना होगा। यदि कार्यों के लिए जारी किया गया पंजीकरण प्रमाण पत्र या प्रमाण पत्र "समान कार्य" से संबंधित नहीं है, तो उनकी बोली को अस्वीकार कर दिया जाएगा।
2. कार्य का विवरण निविदा दस्तावेज में उपलब्ध है जो केन्द्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल वेबसाइट <http://eprocure.gov.in/eprocure/app> 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।
3. समान कार्यों का मतलब अंडमान और निकोबार द्वीप समूह में कच्चा लोहा लाइटहाउस टावर्स/एरियल मास्ट टावर्स/ट्रेस्टल टावर्स/चिनाई/आरसीसी टावरों पर पेंटिंग करना है।
4. खंड 3.1 में परिभाषित पात्रता मानदंड को पूरा करने वाले सभी पात्र निविदाकर्ताओं के लिए बोली खुली है। निविदाकर्ताओं से अनुरोध है कि वे ध्यान दें और खुद को संतुष्ट करे कि वे पात्रता मानदंड को पूरा कर रहे हैं।
5. तकनीकी बोली खोलने की तिथि इंटरनेट सुविधा उपलब्ध होने की स्थिति में लागू है। अतः तकनीकी बोली खोलने की तिथि में निदेशक का निर्णय अंतिम होगा।
6. तकनीकी मूल्यांकन एक समिति द्वारा किया जाएगा। तकनीकी मूल्यांकन पूर्ण होने पर, तकनीकी रूप से योग्य निविदाकर्ताओं की कमर्शियल बोली समिति द्वारा खोली जाएगी। सफल निविदाकर्ता तय करने में दीपस्तंभ और दीपपोत निदेशालय का निर्णय अंतिम और निविदाकर्ताओं पर बाध्यकारी होगा।
7. निविदाकर्ता पात्रता मानदंड, निविदाकर्ताओं 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। निविदाकर्ता उपरोक्त सभी मदों को ध्यान में रखकर उसकी दरें उद्धृत करें।
8. निदेशक –दीपस्तंभ और दीपपोत, पोर्ट ब्लेयर बोली स्वीकार करने या खारिज करने का अधिकार सुरक्षित रखते हैं। निविदाकर्ता उद्धृत दरों पर ही कार्य निष्पादन करने के लिए बाध्य रहेगा।
9. प्रत्यक्ष अथवा अप्रत्यक्ष रूप से, बोली के संबंध में प्रचार / संचायना करना सख्त वर्जित है। निविदाकर्ताओं द्वारा प्रचार / संचायना के सहारे प्रस्तुत बोलियों को सरसरी तौर पर अस्वीकार कर दिया जाएगा।
10. निविदाकर्ताओं जिसका निकट के रिश्तेदारों दीपस्तंभ और दीपपोत महानिदेशालय में लेखा अधिकारी के रूप में या किसी राजपत्रित अधिकारी के रूप में किसी भी क्षमता में तैनात है उनको बोली के लिए अनुमति नहीं दी जाएगी। संभावित निविदाकर्ता 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। निविदाकर्ता द्वारा इस शर्त के

किसी भी उल्लंघन के लिए उसे अयोग्य घोषित किया जाएगा। निकट रिश्तेदार का मतलब है पत्नी, पति, माता-पिता, दादा-दादी, बच्चों और पोते, भाइयों और बहनों, चाचा, चाची और कानून के अनुरूप।

11. निविदाकर्ता को बोली के संबंध में किसी भी बिचौलियों (एजेंटों आदि) को किए गए या किए जाने वाले भुगतान का खुलासा करना होगा।
12. भारत सरकार का कोई भी राजपत्रित अधिकारी सरकारी सेवा से सेवानिवृत्त होने 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 ऐसे मिलते हैं जिसने भारत सरकार की अनुमति प्राप्त नहीं की है, तो अनुबंध रद्द किया जा सकता है।
13. 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।
14. निविदा आमंत्रण सूचना सभी प्रकार के शुद्धिपत्र/ परिशिष्ट/ निविदा की शर्तें इत्यादि संविदा / अनुबंध दस्तावेज़ का एक हिस्सा होंगे।



निदेशक

भारत के राष्ट्रपति की ओर से और उनके लिए



भारत सरकार / Government of India

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ एवं दीपपोत निदेशालय

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“दीपभवन”, 44-बी.एस.रोड / “Deep Bhavan”, No- 44 B.S.Road

पोर्ट ब्लेयर / Port Blair – 744 101

फैक्स एवं फोन / Tele-Fax-03192 – 244577, Telephone-03192 – 233298

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F. No. CM-PB-01003/1/2022-CM-PB

DATE: 30/04/2024

SECTION- I – NOTICE INVITING e- TENDER

For and on behalf of the President of India, the Director of Lighthouses and Lightships, Deep Bhavan, 44-B.S Road, Port Blair, invites online Item rate tenders for the work of **“Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”** from Eligible Experienced Civil Contractors having experience of successfully completion of Similar works with Government organizations in A & N islands and do not have any adverse remarks.

Sl.No.	Details	Description
1	Name of work	Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar
2	Location	Keating Point, Car Nicobar
3	Estimated Cost of Work	14,22,633/-
4	Period of completion of work	6 months
5	Earnest Money Deposit	Rs.28,500/- in the form of Deposit at call Receipt/Fixed Deposit receipt (FDR) of any Nationalized Bank in favor of Director of Lighthouses and Lightships, Port Blair, payable at Port Blair. Earnest Money Deposit shall be valid for a period of 06 months from the date of opening of Technical bid.
6	Cost of Bid Document (Non-Refundable)	Free of Cost
7	Bid Document Download & Bid Submission Period	30/04/2024 (1700 Hrs) to 15/05/2024(1500 Hrs)
8	Pre Bid Meeting	08/05/2024 at 1500 Hrs.
9	Date of Opening of Technical Bids	16/05/2024 at 1500 Hrs. (on availability of internet facility)
10	Last date of submission of EMD (in original)	15/05/2024 (1500 Hrs)
11	Bid validity	180 days from date of opening of technical bid.
12.	Eligibility criteria	As per Section-III clause 3.1 of Tender Document

Terms and Conditions

01. Earnest Money Deposit amounting to Rs 28,500/- shall be furnished in the form of Deposit at call Receipt/ Fixed Deposit receipt (FDR) issued by any RBI Approved, Nationalized /Scheduled Bank in favour of “Director of Lighthouses and Lightships – Port Blair” payable at Port Blair. Earnest Money Deposit shall be valid for a period of six months from the date of opening of Technical bid. **The originals of EMD shall along with all technical documents be submitted to this office by Registered / Speed Post or by personally on or before the schedule date & time for submission date otherwise the uploaded bid shall be deemed to be rejected/ disqualified. Bidders registered with Micro small medium enterprises(MSME) or National Small Industries Corporation(NSIC)or anyother body specified by Ministry of MSME for similar nature of work shall be Eligible for Exemption from payment of EMD as per prevailing guidelines of Govt of India.They requires to submit documentary proof of such registration along with the technical bid for claiming the available exemptions. If the registration certificate or certificate issued for works does not pertains to “similar work” their bid shall be rejected.**
02. The details of work are available in the tender document which can be downloaded from website Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> and the bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to last date and time of submission of tender. Sale of physical tender document is not applicable.
03. **Similar works means Painting to the cast iron Lighthouse Towers/Aerial Mast towers/trestle towers/Masonry/RCC towers in Andaman and Nicobar Islands.**
04. 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.
05. The date of technical bid opening is subject to the availability of internet. Hence, the technical bid opening date is at the jurisdiction of the Director.
06. Technical evaluation shall be carried out by a Committee. On completion of technical evaluation only, the Commercial Bids of the technically qualified bidders shall be opened by the Committee. The decision of the Director, Directorate of Lighthouses & Lightships, Port Blair in deciding the successful bidder shall be final and binding on the bidders.
07. 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.
08. The Director, Directorate of Lighthouses & Lightships, Port Blair reserves the right to himself for accepting or rejecting the bid. Bidder shall be bound to perform the same at the quoted rates.
09. 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.
10. 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 & grandchildren, brothers & sisters, uncles, aunts & corresponding in laws.

11. The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
12. 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.
13. 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.
14. 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



भारत सरकार / Government of India

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

दीपस्तंभ एवं दीपपोत निदेशालय

Directorate of Lighthouses & Lightships

“दीपभवन”, 44-बी.एस.रोड / “Deep Bhavan”, No- 44 B.S.Road

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SECTION- II - INSTRUCTIONS TO BIDDERS

For and on behalf of the President of India, the Director of Lighthouses and Lightships, Deep Bhavan, 44-B.S Road, Port Blair, invites online Item rate tenders for the work of **“Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”** from Eligible Experienced Civil Contractors having experience of successfully completion of Similar works with Government organizations in A & N islands and do not have any adverse remarks.

Tender forms can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>.

This section of the bidding document provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Director, Directorate of Lighthouses & Lightships, Port Blair. 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.

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

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. 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 user name 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 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 DSC to others which may lead to misuse and should ensure safety of the same.
- vii. Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2.2 Preparation of Bid

- 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 favorite' 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, 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 with the bid document to be submitted in PDF /xls /rar /zip /dwf/jpg formats as indicated in the tender document/schedule. 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 and 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 the bid.

2.3 Submission of Bid

- 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 Tender Fee and EMD as per the instructions specified in the NIT/tender document. The originals of Tender Fee and EMD should be submitted to the Director, Directorate of Lighthouses & Lightships, Port Blair on or before the last date & time of bid submission. Bidder shall send the EMD & Tender fee through post/Courier Service. The Director, Directorate of Lighthouses & Lightships, Port Blair shall not be responsible for any delay or loss, due to postal/Courier Service. The details of the FDR/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 be to be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- iv. Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the FDR/Bank Guarantee.
- v. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

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- vi. Bidders shall note that the very act of using DSC (Digital Signature Certificate) for downloading the tender document and uploading their offer 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 2 MB. If any document is more than 2MB, 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 work and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of work i.e. Section VII, 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. If the Schedule of Rate file is found to be modified by the bidder, the bid will be rejected.
 - ix. Bidders shall submit their bid through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid closing 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 bidder 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 bidder 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 bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
 - 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 liable to be rejected.
 - xiv. 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.
 - xv. 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.
 - xvi. Any query 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.
 - xvii. Any query 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.

2.4 Submission of Offer

The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

Cover - 1 (TECHNICAL BID)

Online bid should be submitted containing copy of the following documents in Cover-1 as documentary proof, for fulfilling qualifying criteria, failing which the offer shall be summarily rejected.

- i. Scanned Copy of Earnest Money Deposit **Rs. 28,500/-** from any Scheduled Bank in the form of of Deposit at call Receipt/ Fixed Deposit receipt (FDR) in favour of the Director, Directorate of Lighthouses and Lightships, Port Blair payable at Port Blair.
- ii. Scanned copies of proof for eligibility as per Para 3.1 Eligibility Criteria of Section III.
- iii. Scanned copy of tender acceptance letter. (Annexure IV) 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. Price Bid of the technically disqualified offers 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.

Cover-2 (PRICE BID)

The Cover-2 shall contain the price bid in the enclosed "Schedule of work (Bill of Quantity)" as per the excel format enclosed at Section–VII (Uploaded Separately).

- i. Price bid in excel format (schedule of work/ Bill of quantity) provided along with this tender shall only be used for quoting price/offer.
- ii. It may please be noted that this part shall not contain any term & conditions. Any condition given in the price bid (cover-2) shall be sufficient cause for rejection of bid.
- iii. The quoted rates shall be written in figures in enclosed Proforma (schedule of work/ Bill of quantity) which shall be duly digitally signed by the bidder or his authorized person.

2.5 Submissions and Opening

2.5.1 The bid should be submitted online at website <https://eprocure.gov.in/eprocure/app> only, by the due date **15/05/2024 and time up to 15-00 hrs**. The Server Date & Time as appearing on the website <https://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.

2.5.2 The technical bids shall be opened on **16/05/2024 at 15-00hrs** on availability of internet facility. In case of date of opening is declared as holiday, tender will be opened on next working day at same time.

2.5.3 Only those bidders shall be considered qualified by the Director, Directorate of Lighthouses & Lightships, Port Blair, who submit requisite EMD and 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 Director, Directorate of Lighthouses & Lightships, Port Blair shall be final and binding in this regard.

- 2.5.4 The bidder shall bear all cost associated with the preparation and submission of its bid and the Director, Directorate of Lighthouses & Lightships, Port Blair will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.
- 2.5.5 The prospective bidder requiring any clarification of the tender document may obtain the same online/ offline from Tender Inviting Authority, Director, Directorate of Lighthouses & Lightships, Port Blair , Deep Bhavan, 44- B.S.Road, Port Blair in person or otherwise in writing so as to reach the said office on **08/05/2024 at 12 -00 hrs.**

2.6 Pre-Bid Meeting

A pre-bid meeting to provide clarifications before the last date for submission of bids will be arranged at Directorate of Lighthouses & Lightships, Port Blair, Deep Bhavan, 44- B. S. Road, **Port Blair on 08/05/2024 at 15 -00 hrs.** The bidders who may like to participate shall have to attend the meeting at their own expenses. After pre bid meeting no queries shall be entertained.

2.7 Evaluation of Bids

- 2.7.1 The Director, Directorate of Lighthouses & Lightships, Port Blair 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 confirms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionality or reservations.
- 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 Directorate of Lighthouses & Lightships, Port Blair 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 along with this tender.
- 2.7.7 The rates shall be quoted in Indian Currency only and if quoted in any other currency, the offer is liable to be rejected.
- 2.7.8 Conditional offers are liable for rejection.
- 2.7.9 The Price bid(s) of the prospective bidder(s), who fulfills the techno-commercial requirement of the bid(s), shall be evaluated further.
- 2.7.10 Any effort by a bidder to influence the Directorate of Lighthouses & Lightships, Port Blair 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 Director, Directorate of Lighthouses & Lightships, Port Blair prior to expiration of the Bid validity period through the work order.
- 2.8.2 The Bidder shall promptly check their e-mail registered with CPP Portal for receipt of any information /clarification / correspondence in respect of their bid. The Director, Directorate of Lighthouses & Lightships, Port Blair 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 Director, Directorate of Lighthouses & Lightships, Port Blair 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 / Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ एवं दीपपोत निदेशालय

Directorate of Lighthouses & Lightships

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SECTION- III - DETAILED BID NOTICE

3.1 Eligibility Criteria

- 3.1.1 For and on behalf of the President of India, the Director of Lighthouses and Lightships, Deep Bhavan, 44-B.S Road, Port Blair, invites online Item rate tenders for the work of **"Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar."** from Eligible Experienced Civil Contractors having experience of successfully completion of Similar works with Government organizations in A & N islands during last Seven years ending on the last day of the month previous to the one in which, the tenders are invited and they do not have any adverse remarks. They should produce documentary evidence with monetary value of having experience:-

a) Technical capability

- i. Three similar completed works, each costing not less than the amount equal to 40% of estimated cost i.e. **Rs. 5.69 lakhs**

or

- ii. Two similar completed works, each costing not less than the amount equal to 60% of estimated cost i.e. **Rs. 8.53 lakhs**

or

- iii. One similar completed work of aggregated cost not less than the amount equal to 80% of the estimated cost i.e. **Rs. 11.38 lakhs**

Similar works means Painting to the cast iron Lighthouse Towers/Aerial Mast towers/trestle towers/Masonry/RCC towers in Andaman and Nicobar Islands.

and

b) Financial capability

The average annual turnover of the bidder during the last three years ending 31st march 2023 shall be at least **Rs.4.27 lakhs**. This statement duly certified by the chartered accountant.

And

c) Scanned Copy of Earnest Money Deposit **Rs. 28,500/-** from Deposit at call Receipt/ Fixed Deposit receipt (FDR) issued by any RBI Approved, Nationalized /scheduled Bank in favour of Director of Lighthouses and Lightships, Port Blair payable at Port Blair. **The originals of EMD shall along with all technical documents be submitted to this office by Registered / Speed Post or by personally on or before the schedule date & time for submission date otherwise the uploaded bid shall be deemed to be rejected/ disqualified. Bidders registered with Micro small medium enterprises(MSME) or National Small Industries Corporation(NSIC) or any other body specified by Ministry of MSME for similar nature of work shall be Eligible for Exemption from payment of EMD as per prevailing guidelines of Govt of India.They requires to submit documentary proof of such registration along with**

the technical bid for claiming the available exemptions If the registration certificate or certificate issued for works does not pertain to “ similar work” their bid shall be rejected Submit documentary proof of registration with MSME & NSIC for Similar work (civil work) along with the technical bid for claiming the available exemptions

- 3.1.2 The bidder is required to furnish detailed information with regard to their financial capacity, technical capability and experience.

The Bids meeting the eligibility criteria 3.1.1 of section III shall only be evaluated technically by a Committee for technical evaluation as per Section VIII. It is essential to secure at least sixty percent marks in aggregate in Technical Evaluation of technical bid to qualify for the opening of commercial bid as per section VIII of tender document.

The commercial bids of only those bidders shall be opened who technically qualify. Once technically qualified, the bidders will be informed about opening of the commercial bids.

After technically qualifying the bidder who has quoted the lowest rates shall be declared successful bidder.

Following details with supporting documents shall be required to be scanned and uploaded in the e-tendering portal within period of Bid submission for technical evaluation as per Section VIII.

1. Scanned copy of Earnest Money Deposit shall be uploaded in CPP portal & original shall be submitted on or before last date & time of submission of Bid. Bidders registered with Micro small medium enterprises (MSME) or National Small Industries Corporation (NSIC) or any other body specified by Ministry of MSME for similar nature of work shall be Eligible for Exemption from payment of EMD as per prevailing guidelines of Govt of India. They require to submit documentary proof of such registration along with the technical bid for claiming the available exemptions. If the registration certificate or certificate issued for works does not pertain to “ similar work (civil work)” their bid shall be rejected.
2. Proof of satisfactory execution and completion of similar works in Andaman & Nicobar Islands with Govt. Organization along with complete details of performance report regarding Time Over run with/without levy and quality of work, total cost of project etc. during last seven years.
3. Average annual turnover of the bidder during the last three years ending 31st March 2023 shall be at least **Rs.4.27 lakhs. This statement duly certified by the chartered accountant.**
4. Copy of Registration -GST & PAN.
5. An undertaking that bid is unconditional along with list of Gazetted & or Account officer (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate of Lighthouses & Lightships anywhere in India .
6. Notarised Affidavit on Rs100 Non Judicial stamp paper signed by authorised person of agency/firm that bidder is not Blacklisted by Central & State Government. Annexure-V
7. A scanned copy of tender acceptance letter as per **Annexure III.**
8. Details of personal & Establishment-Civil Engineers with firm.
9. Undertaking as per prescribed format.
10. 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 guarantee forfeited. Also, the Contractor shall be black listed for 3 years and fined as deemed appropriate by the employer for breach of trust.

- 3.1.3 It will be essential requirement that the prospective bidder shall be fully equipped & capable to carry out the work as prescribed in the bid. Technical bid of the firms not meeting the eligibility criteria mentioned in Para 3.1.1 & 3.1.2 will not be evaluated.

3.2 Essential Requirements

- 3.2.1 It will be essential requirement that the prospective bidder shall be fully equipped & capable to carry out the work as prescribed in the bid.

3.3 Instructions to Bidders

- 3.3.1 The bid shall remain valid in all the respects up to 180 days from the date of opening of the Technical bid.

- 3.3.2 The bidder shall bear all costs associated with the preparation of the bid and the employer will in no case be responsible or liable for those costs.

- 3.3.3 Prospective Bidder requiring any further information or clarification on the Bid document may notify the employer in writing / fax/e-mail at the Employers mailing address indicated in the Notice Inviting Bids. The last date to submit queries to the Employer on bid document is **08/05/2024 (up to 12-00 hrs.)**. The queries so received shall be dealt in accordance with clause 3.3.4.

- 3.3.4 A pre-bid meeting with prospective Bidders, who have purchased the bid documents, will be held on **08/05/2024 (at 15-00 hrs.)** at Directorate of Lighthouses & Lightships, Deep Bhavan, N0-44 B. S. Road, Port Blair to clarify the issues & to answer the queries. Bidders are advised to attend the pre-bid meeting who may intend to attend at their own cost. Bidder shall send 'AUTHORITY LETTER' with an attested specimen signature of the representatives who are deputed by them to be present at the time of pre-bid meeting and opening of the Bid. However, nonattendance of the pre-bid meeting shall not be a cause for disqualification of the Bidder. Any substantive clarification or modification arising out of the pre-bid meeting would be finalized only by addendum to bid documents. Outcome of the pre-bid meeting including the text of questions received (without identifying the source of inquiry) and the responses given shall be sent to all purchasers of bid documents. No further queries shall be entertained after settling clarifications/issues during the above pre-bid meeting.

- 3.3.5 At any time prior to the deadline for submission of Bids, the Employer 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.

- 3.3.6 The amendment shall be part of the bid document and will be notified in writing or by Fax or email to all prospective Bidders. Bidders are required to acknowledge receipt of any such amendment to the bid documents.

- 3.3.7 The Director of Light houses and Lightships, Port Blair 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.

3.3.8 Language of the bid

All documents related to bid shall preferably be in Hindi/English language. The language for communications shall be Hindi/English. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by Hindi/English Translation. In such case, for purpose of interpretation of the Bid, the Hindi/English translation shall prevail.

3.3.9 Preparation of Bid

- 3.3.9.1 The bid prepared by the bidder shall be having two parts viz. Cover-I (Technical bid) and Cover - II (Commercial bid).

Cover -I (TECHNICAL BID)

Online bid should be submitted containing copy of the following documents in Cover-I as documentary proof, for fulfilling qualifying criteria, failing which the offer shall be summarily rejected.

- i. Scanned Copy of Earnest Money Deposit **Rs. 28,500/-** from Deposit at call Receipt/ Fixed Deposit receipt (FDR) issued by any RBI Approved, Nationalized / scheduled Bank in favour of Director of Lighthouses and Lightships, Port Blair payable at Port Blair. Submit documentary

proof of such registration with MSME, NSIC for similar work along with the technical bid for claiming the available exemptions

- ii. Scanned copies of proof for eligibility as per Para 3.1.1 and 3.1.2 of Eligibility Criteria of Section III.
- iii. 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. Price Bid of the technically disqualified offers 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.

Cover-2 (PRICE BID)

The Cover-2 shall contain the price bid in the enclosed "Schedule of work/ Bill of Quantity" as per the excel format enclosed at Section-VII (Uploaded Separately on Web site).

- i. Price bid in excel format (schedule of work/ Bill of quantity) provided along with this tender shall only be used for quoting price/offer.
- ii. It may please be noted that this part shall not contain any term & conditions. Any condition given in the price bid (cover-2) shall be sufficient cause for rejection of bid.
- iii. The quoted rates shall be written in figures in enclosed proforma (schedule of work/ Bill of quantity) which should be duly digitally signed by the bidder or his authorized person.

3.3.9.2 An undertaking to the effect that the price bid does not contain any condition as perform Annexure -V.

3.3.9.3 The Commercial bid shall contain (schedule of work / Bill of quantity at section VII) duly filled in accordance with instructions to bidders.

3.3.9.4 Bid Price

3.3.9.5 The bidder shall complete the schedule of works as in included in the bid document stating item wise, unit price and the total amount.

3.3.9.6 Price quoted by the bidder shall remain firm and valid until completion of Contract performance.

3.3.10 Bid Currencies

The Contract provides for payment of the Contract Price in Indian Rupee only. In case of qualification of the bidder of the foreign origin, a Rupee payment account in India shall be opened by him.

3.3.11 Filling of Bid

3.3.11.1 All the rates and amount shall be quoted in whole denomination of the Indian Rupee.

3.3.11.2 The rate of each item shall be quoted in figures only. In case of any error, the rate in figure shall be valid and taken into account for calculation of amount.

3.3.11.3 No amount shall be paid to the Contractor for the item for which no rate or amount is quoted by the Bidder, but the contractor shall be bound to do that job/work free of cost (on zero amount).

3.3.11.4 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 schedules of works, 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.

3.3.11.5 In case of any bid where unit rate of any item appears unrealistic, such bid shall be considered unbalanced and non-responsive. The employer 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.

- 3.3.11.6 Each bidder shall submit only one bid for this work. A bidder who submits more than one bid for this work will attract disqualification and rejection of all of his bids.
- 3.3.11.7 The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Govt. Department or organization in India or abroad.
- 3.3.11.8 The bid shall contain no interlineations, erasures or overwriting except corrections as necessary to correct the errors made by the Bidder, in which case such correction shall be initialled by the person/persons signing the offer. The bid shall be typewritten or handwritten in indelible ink and shall be signed by the bidder or authorized signatory. The bid shall contain no additions or alterations except those to comply with instructions specified by the employer but those shall be initialled by the Bidder.
- 3.3.11.9 GST as applicable shall be paid by the Contractor. The estimated cost of the tender is inclusive of GST. If the GST rate is revised by the Government of India the same shall be applicable for deduction/addition on submission of documentary proof. GST TDS as applicable shall be deducted from each Running Account and Final bill.

3.3.12 Evaluation of Bids

- 3.3.12.1 To assist in the examination, evaluation and comparison of bids, Director, Directorate of Lighthouses & Lightships, Port Blair may at his discretion, ask the bidder for any clarification on his bid. All responses to such requests for clarification shall be in writing. No change in the prices or substance of the bid shall be sought, offered or permitted.
- 3.3.12.2 Evaluation of bids shall be carried out by a committee as per evaluation criteria given in Section VIII. The decision of the Employer in deciding successful bidder shall be final and binding on the bidder.

3.3.13 Award of work and signing the agreement

- 3.3.13.1 The employer shall award the Contract to the bidder whose bid has been determined to be responsive to the bid document and who has offered the lowest bid price, provided that such bidder has been determined to be,
- 3.3.13.2 The employer shall award the contract within 180 days of the opening of the Technical bid.
- 3.3.13.3 The bidder whose bid has been accepted shall be notified by the Director, Directorate of Lighthouses & Lightships, Port Blair, prior to expiry of the bid validity period by E-mail, or facsimile confirmed by Speed post/ Registered letter. This letter will state the sum that the Employer shall say the Contractor in consideration of the execution of work by the Contractor as prescribed in the Contract.
- 3.3.13.4 The notification of award will constitute the formation of the Contract subject to the furnishing of a contract performance bank guarantee. Within 15 days of receipt, the successful bidder will furnish the contract performance bank guarantee and sign the Agreement with the employer.
- 3.3.13.5 The Agreement will incorporate all correspondences between the employer and the successful bidder. It will be signed by the employer and successful bidder within 15 days following the notification of award along with the Letter of Acceptance.
- 3.3.13.6 The Earnest Money Deposit of the unsuccessful bidders shall be refunded within 30 days, without any interest.
- 3.3.13.7 The successful bidder shall be required to submit a Performance Bank Guarantee (Annex-II), equivalent to **5% of the contract value**, which will remain valid for Sixty days beyond completion of works. Earnest money Deposit(EMD) of the successful bidder shall be refunded within 30 days without any interest after submission of valid Performance Guarantee, subsequent its verification and signing of contract agreement.



Director

For & on behalf of the President of India.



भारत सरकार / Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ एवं दीपपोत निदेशालय

Directorate of Lighthouses & Lightships

"दीपभवन", 44-बी.एस.रोड / "Deep Bhavan", No- 44 B.S.Road

पोर्ट ब्लेयर / Port Blair – 744 101

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SECTION- IV - GENERAL CONDITIONS OF CONTRACT

4.1 General

The contractor shall satisfy himself in regard to the nature of work to be done, its scope etc., the conditions of contract, specifications, drawings, etc., included in the tender papers.

Before tendering, the contractor shall inspect the site and fully acquaint himself about the condition in regard to accessibility of site, nature and the extent of ground, working conditions including stacking of materials, installation of T & P, conditions effecting accommodation and movement of labour etc., required for the satisfactory execution of the work contract. No claim what so ever on such account shall be entertained by the department in any circumstances.

For any item of work, the tendered rate shall be held 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 in the drawings.

4.2 Material and workmanship

Material and workmanship required for the execution of the work have been laid down in the accompanying specifications pertaining to the work. The work shall be carried out in every respect to conform to those specification and completed to the entire satisfaction of the Director of Lighthouses & Lightships here in after 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 material and / or workmanship which may appear to him / them to fall short of the requirements of the aforesaid specifications, drawings, etc., or which may appear to him / them to be faulty.

Any item not included in these specifications shall be executed with material and workmanship of the first quality. The contractor shall, in case of doubt, refer, in respect of such work, to the Director or his representative.

In the event of any doubt occurring in the execution of the work either in respect of specifications, in respect of drawings or for any reason what so ever, the contractor shall refer the matter to the Director through his representative or direct, as conditions may warrant.

4.3 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.

4.4 Liquidated Damages

The contractor shall state in his tender to complete the work within scheduled time period 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 tender and instructing him to commence work.

Throughout the stipulated period of contract, the work shall be proceeded with all due diligence. Time being deemed to be the essence of the contract, on the part of the contractor, the contractor shall pay a sum equal to 1 % of the cost of the work or such smaller amount as may be specified by the Director, (whose decision in writing shall be final) for each week that the work remains incomplete beyond the stated period, provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the estimated cost of the work as indicated in the tender notice. The department shall not require submitting the estimated loss due to delay.

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

4.5 Rescindment of contract

If at any stage during construction the contractor cease work or refuses to fulfil 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 and the whole of the Earnest Money paid by the contractor together with the whole of the Security Deposit, which will be collected from him as a deduction of 5% from all interim & final bills and 05% performance guarantee, shall stand forfeited and 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 and 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.

In case of non-submission of PG within specified period or non/poor performance of the contractor, leading to the rescindment of contract agreement. The contract shall be terminated and the contractor shall be black listed in CPP portal for three years.

4.6 Termination

- i) In the event of the firm going into liquidation or winding up his business or making arrangement 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 condition of this tender document and contractor shall be black listed for three years.

4.7 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 Port Blair. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

4.8 Force Majeure Clause

- i) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such force majeure shall after notice under this clause be suspended for the period during which such cause lasts.
- ii) The term force majeure as used here in shall mean acts of God, War (declared or undeclared) Riots or Civil commotion Fires, Floods and acts or Regulations of the Government of India or any of its authorized agencies.
- iii) Upon the occurrence of any force majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing, within seventy two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claims.
- iv) Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such causes lasts.

4.9 Discrepancies and adjustment of errors:

If there are varying or conflicting provision made in any one documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of documents.

4.10 Extension of time

If the contractor shall desire an extension of time for the completion of the work on the ground of having been unavoidably 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 may in his opinion, be necessary or proper.

4.11 Maintenance of work

The contractor shall maintain the Lighthouse tower on which work is done for a period of 12 months from the date of completion and shall at the end of this period be called upon to make good, at his own expense, any defects in material or workmanship or both which may appear. If the contractor failed to rectify the defects within specified period or deny to rectify the defects, the whole of the security deposit deducted from interim and final bill, shall stand forfeited and be absolutely at the disposal of Govt.

On the satisfactory completion of the maintenance period, the contractor shall be returned the security deposit @ 5% deductions made from interim and final bills, on submission of labour clearance certificate from Assistant Labour Commissioner Office/Competent Authority, in accordance with the rules..

4.12 Payment

The contractor may submit a monthly bill for the work actually executed along with all supporting documents related to Quality & Quantity assurance. A sum @ 5% of the gross amount of the bill shall be deducted towards Security Deposit (SD) from each Running Account & Final Bill. Labour Cess (estimated cost of tender is inclusive of labour cess), Income Tax (IT) and GST, TDS as applicable shall also be deducted from each Running Account and Final Bill. The 5% performance guarantee shall be refunded to the contractor after the completion of work and final bill Payment.

4.13 GST

GST as applicable shall be paid by the contractor. The estimated cost of tender is inclusive of GST. GST,IT, TDS as applicable shall be deducted from each Running Account and final bill.

4.14 Alterations in specifications and in designs

The Director or his authorized representative shall have power to make any alteration in or addition to the original specifications, drawings, designs etc., which may appear to him to be necessary or advisable during the progress of the work and 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 and 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 and 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 and if the Director does not agree to this rate, he shall give notice in writing and be at liberty to cancel his order to carry out such work, and 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.

The Director or his authorized representative shall have full powers to the removal from the premises of all materials, which in his opinion are not in accordance with the specifications and in case of default, the Director shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Director may cause the same to be supplied and all costs which may attend such removal and substitutions are to be borne by the contractor.

If at any time after the commencement of the work, the Director shall for any reason what so ever not require the whole thereof as specified in the tender to be carried out the Director shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and tendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Director shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

4.15 Inspection of work

All works under or in course of execution or executed in pursuance of the contract shall at all-time be open to the Inspection and supervision of the Director or his authorized representative and the contractor shall at all times during the usual working hours, and at all other times in which reasonable notice of the intention of the Director or his authorized representative to visit the works shall have been given to the contractor, either himself be present to receive order or instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work during its progress can also be inspected by the representative of the Director on behalf of the Director.

If the contractor or his working people or servants shall break, deface, injure or destroy and part of building, in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work during its progress can also be inspected by the representative of the Director on behalf of the Director. All defects or damage shall be rectified or make good as per instruction of director by the contractor at his own cost immediately otherwise it shall be recovered from the contractor as per contract conditions.

4.16 Subletting

The contract shall not be assigned or sublet without the written approval of the Director. The contractor shall furnish adequate proof (along with the tender) to satisfy the director regarding their eligibility as given in detailed bid notice/NIT. An attested copies of all credentials, experience certificate, Pan card, ITCC, etc. as given in NIT should be enclosed with the tender.

4.17 Labour:

- a. No labour below the age of Eighteen years shall be employed.
- b. The contractor shall not pay less than fair wage fixed by the local Government or local administration.

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 wages, wage period, deductions from wages, recovery of wages not paid and deductions un authorisedly made, maintenance of wages 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-fulfillment of the conditions of contract for the benefit of 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 days rest for six days continuous work and pay wages at the same rates as for duty. In the event of default the Director shall 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.
- vii. 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.
- viii. The contractor shall submit, by the 4th and 19th of every month, to the Director a 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 of Rs. 50/- for each default or materially incorrect statement. The decision Director shall be final and the amount so levied shall be deducted from any bill of the contractor.

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 maintain safety and shall at his own expense provide for all facilities in connection with their safety equipments, medical boarding Lodging sanitation water supply lighthing drainage etc etc Further Contractor shall arrange suitable replacement for the Labaourer on account of any absence or otherwise.

4.18 Housing and labour

- A. The contractor (s) shall at his expense supply their labourers with a sufficient number of huts (hereinafter 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 sq. ft. for each number of the worker's family staying with the labourer.
 - ii. 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.
 - iii. 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.
 - 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 gobri on both sides. The floor may be katcha but plastered with mud gobri 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 water tight.
 - 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 purpose.
 - 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. Water supply: The contractor (S) shall provide supply of water for the use of labourers. The provision shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may

be of metal or masonry, shall be provided. The contractor (S) shall also at his/ their own cost make arrangement for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever 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 (S) shall make necessary arrangements for the disposal of excreta from the 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 (S) shall make arrangements for the removal of the excreta through the Municipal Committee/ Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/ Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid directly 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 (S) shall provide efficient arrangement for draining away sewage water so as to keep the camp neat and tidy.
- F. Lighting: The contractor (S) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents 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 sites all labour hutting accommodation immediately on finishing the work which shall be deemed to have been completed only upon the performance of this condition.

4.19 Protection of health and sanitary arrangement for workers at work places:

A. Definitions:

- i. "Workplace" mean a place at which at an average fifty or more workers are employed in connection with construction work on any day during the period in which the contract work is in process.
- 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 a 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 workplaces; 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 Posts 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 over 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 facilitates, such as a car, shall be kept readily available to take the 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.
- v. The temperature of drinking water supplied to workers shall not exceed 90°F.

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 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 water borne 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 3mt from the floor level to the lowest part of the roof.

J. Crèches:

- 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 infant's games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following:

- a. Thatched roofs.
 - b. Mud floors and walls.
 - c. Plants spread over the mud floor and covered with matting.
- ii. 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.
 - iii. The contractor shall be provide at least one hut and one Dai to look after the children of women for every 20 women workers.
 - iv. The site of creche or creches shall vary according to the number of women workers.
 - v. The creche or creches shall be properly maintained and necessary equipment like toys etc. shall be provided.
 - vi. The Spitting/Open Urinating in the public/Construction sites shall attract a penalty equivalent or twice the expenditure would incur for up keep the cleanness of the site.

4.20 Rest Recreation and Feeding facilities for Labour:

- i. The Contractor shall be 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 bases'.
- iii. At the place 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 bases'. The facility should be 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.

4.21 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 and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{2}$ to 1 (1/2 horizontal and 1 vertical).
- ii. Scaffolding or staging more than 4m above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and 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 it from swaying from the building of structure.

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- iii. Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 12 feet above ground level or floor level, they should be closed boarded, should have adequate width and 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 or 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 and 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 in no case be less than 11 1/2" for each additional foot of length. Uniform step spacing shall not exceed 12".
 - vi. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work 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 and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
 - vii. Excavation and Trenching: All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground. The sides of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, 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.
 - viii. Demolition: Before any demolition work is commenced and also during the process of the work:-
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof, or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
 - ix. 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. The workmen engaged for the work shall have prior experience of executing similar painting work at height. for cast Iron towers, trestle tower and all safety measures shall be ensured by the contractor for safety of men & materials at remote site location.
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- 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 are 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 efficiently 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 on the work of lead painting, the following precautions should be taken :-
 1. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 2. 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.
 3. 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.
 - x. When the work is done near any place where there is risk of drowning, all necessary equipment 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.
 - xi. Use of Hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions:-
 1. There shall be of good mechanical construction sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 2. 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.
 3. Every crane driver or 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 which or give signals to the operator.
 4. 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.
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5. 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 the site of work and get it verified by him.
- xii. 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 of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the 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.
- xiii. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the Work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- xiv. 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 the Director or his representatives.
- xv. Notwithstanding the above clause from (i) to (xv) 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.

4.22 Responsibility for accidents:

- i. The contractor shall be responsible for any accidents at site or damages to the work during execution and he shall restore and make good such injury at his own expense.
- ii. In every case in which by virtue of provisions of section 12, sub-section 1 of the workmen' 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 of 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, subsection 1 of the said Act except on the written request of the contractor and upon his giving to Government might become liable in consequence of contest of such a claim.
- iii. The contractor shall obtain necessary insurance of the labours or working personals deployed at site for execution of work and submit to this office before starting of work. It is the sole responsibility of contractor to follow all rules & regulations as per Labour law and safety and protocol.

4.23 Scaffolding etc.:

The contractor shall supply at his own cost all materials (except such materials, if any, as may be in accordance with contract be supplied from the officer-in charge), plant, tools, appliances, implements, ladder, cordage, tackle, scaffolding and temporary works requisite or proper for the execution of the work, whether original, altered or substituted, and 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 and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and 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 and 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.

4.24 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, lying 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 which at any time thereafter may become due to the contractor under this 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.

4.25 Set-off:

Any sum of money due and payable to that 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 and Lightships and set off against any claim of purchaser or Government or any other person or persons, for the payment of a sum 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.

4.26 Insolvency and 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 the contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement with his creditors or suspend payment or if the firm be dissolved under the Partnership Act: or
- ii. If the contractor being a 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 or debenture-holders to appoint a Receiver or Manager : or
- iii. If the contractor commits any breach of this contract not herein specifically provided for; provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the President of India and provided also that the contractor shall be liable to pay the President of India for any extra expenditure he is thereby put up.

4.27 Interest on money due to the contractor:

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

4.28 Withholding and Lien in respect of sums claimed:

Whenever any claim or claims for payment, of a sum of money arised out of or under the contract against the contractor, the Director or the Government shall be entitled to withhold and also have a lien (to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Director or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Director or the Government shall be entitled to withhold and have a lien) to retain to the extent of such claimed amount or amounts referred to above from any sum or sums, found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract, with the Director or the Government or any contracting person through the Director , pending finalization or adjudication of any such claims.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Director or the Government will be kept withheld or retained as such by the Director or Government till the claim arising out of or under the contract is determined by the arbitrator, (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Director or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

Government shall have the right to cause and audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Government to recover the same from him in the manner prescribed in this clause or in any other manner legally permissible; and if it is found that the contractor was paid less, that what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

In the event of any question, dispute or difference arising under these conditions 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 and publishing award.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and the statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

4.29 Removal of construction/demolition waste:

The construction/demolition waste shall be removed from the site as per the instruction by the director or his representatives. No debris/wastes shall dispose on the streets, public spaces, footpath or pavements. If the contractors refuses to collect the wastes generated during construction/demolishing the director have full power to engage extra workers to upkeep the cleanness of the premises. And the cost of the same would be borne by the contractor.

4.30 Subletting

The contract shall not be assigned or sublet without the written approval of the Director. The contractor shall furnish adequate proof (along with the tender) to satisfy the director regarding their eligibility as given in detailed bid notice/NIT. An attested copies of all credentials, experience certificate, Pan card, ITCC, etc. as given in NIT should be enclosed with the tender.

4.31 Paying authority

The Paying Authority shall be the Director, Directorate of Lighthouses & Lightships, Port Blair.

4.32 Permit/ Statuary License/ Clearance/ Approval

The responsibility of obtaining necessary Permit/ Statuary License/Clearance/Approval from designated authority (State Government/ its agencies) will be of the contractor. However necessary administrative assistance will be provided by the Director.

4.33 Site location.

The Keating point Lighthouse and DGNSS station is situated Car Nicobars(remote island). The bidder shall visit/get familiarise with the site & quote the rate inclusive of all the cost components necessary for completion of work within the stipulated period of work by mobilizing adequate men & materials, assessing the safety requirements, transportation charges, nature/scope of work, taxes, headloads charges, all other charges etc complete.

The contractor shall timely obtain the tribal passes issued by A & N administration for the work force deployed by them in compliance as per the local administration rules on award of work without any delay.

The maintenance of this vital lighthouse station shall be carried out by ensuring safety of men & material. The contractor shall ensure proper insurance of workmen involved and shall indemnify DLL, Port Blair from all risk .



Director

For and on behalf of the President of India



भारत सरकार / Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ एवं दीपपोत निदेशालय

Directorate of Lighthouses & Lightships

"दीपभवन", 44-बी.एस.रोड / "Deep Bhavan", No- 44 B.S.Road

पोर्ट ब्लेयर / Port Blair – 744 101

फैक्स एवं फोन / Tele-Fax-03192 - 244577, Telephone-03192 - 233298

ई-मेल / e-mail:- dte-porta.gov.in



SECTION - V - SPECIAL CONDITIONS OF CONTRACT

- 5.1 Material: 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. No materials will be supplied by the department. The procurement will be the sole responsibility of the contractor and all delays will be to the contractor's account. No extra payment will be made for escalation in cost of materials and labour.
- 5.2 Water Supply: The water required for the Construction purpose has to be arranged by the contractors from the outside of the site premises. The sump for the storage of water to the required capacity at site to be arranged by the contractors. The sample of water used for construction to be submitted along with test certificate from registered laboratories to department before the commencement of work. The tapping of underground water from site which are coming under CRZ zone is highly objectionable under environmental act.
- 5.3 Electricity: The Electrical Power supply for the construction purpose to be obtained by the contractor himself and also electrical running charges to be paid by the contractor to the Electricity Authority during the entire construction period. Contractors should make their own arrangements, for Generator sets of required capacity for the construction purpose in case of the Power failure without affecting the progress of work. Any delay in progress of work due to power failure will not be considered by the Department for the extension of time.
- 5.4 Design mix of concrete: The concrete to be used for the RCC works shall be of as per Drawing / as per nomenclature i.e. design mix/nominal mix. The design mix proportion both in volume wise and weight wise will be given by the department with water cement ratio. However, sample of materials for Design mix shall be supplied by the contractor. The source, size, grading of aggregate (fine and Coarse) and brand and grade of cement should not change otherwise revised design mix shall be done at the risk & cost of contractor unless otherwise specified admixtures such as plasticizers and retarders should not be used in the concrete mix. The sample of cement and aggregates used for the concrete to be submitted by the contractor along with the test certificate for approval, before the commencement of work.
- 5.5 Tests: All tests related to water, construction materials, cube testing, painting materials etc., may be carried out at authorized laboratory approved by the Director at contractor's cost.
- 5.6 For Providing conduits, pull-in- boxes etc for concealed wiring
- The work shall be carried out strictly in accordance with IS-732-1963 code of Practice for Electrical Wiring Installations. All installations shall comply with the requirements of India Electricity Rules 1956 and amended upto date by the Department.

- b. The wiring routes shall be marked at site first and get approved from the Director or his representative at site before commencement of actual work of concrete / Brick work etc.
 - c. In the case of recessed conduit wiring system all pull-in boxes shall be kept slightly up protruding above the brick work or concrete surface so that after plastering the pull-in-boxes shall not protrude above the plastered surface. In places where the Electrical conduit is required to pass through wall RCC column / beam etc., the conduit shall be laid during the execution of work, in consultation with the Director or his representative so as to avoid the need for cutting the structure at a later date. Special precautions as decided by the Director or his representative, when conduits pass through expansion joints on exempted section are to be taken at no extra cost, so that the Department may arrange the said concealed wiring work without delaying progress of the main work to be executed by the contractor.
 - d. Conduit pipe for Electrical concealed wiring will be laid by the Department. However, the contractor may extend his cooperation for execution of such work.
 - e. All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of the Director or his representative.
 - f. The contractor shall make his own arrangements for stores and watch and ward and no extra claim for this will be entertained.
 - g. The contractor shall make his own arrangement at his own cost for all the general and special T & P like tower ladder etc. if required on the work.
 - h. All debris due to works shall be removed and the site shall be cleared by the contractor as soon as the work is completed. The site shall, however, be kept clean always.
 - i. The electrical work shall also be progressed by the Department side by side with the progress of the building work. Burying of conduits for recessed portion shall be planned together with the building progress so that there is no hindrance to the building progress at any stage.
- 5.7 The contractor shall provide all necessary superintendence during execution of the work by employing qualified technical representative as site-in-charge with a minimum professional service of 2 years for graduate engineer or 5 years for diploma engineer. An amount of Rs. 25,000/- per month shall be recovered from the bill payments due to the contractor for the period of not deploying qualified technical staff. The contractor may ensure that the labours employed by him for the works at work site are properly insure & should be paid the necessary insurance premium for all workers employed by him at site accordingly.
- 5.8 The samples primer ,paints and all other materials used in the execution of said work shall be submitted by the contractor for approval before the commencement of work.
- 5.9 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 equipment required for execution of work. The submission of programme for approval of Director shall not relieve the contractor from any of his duties and responsibilities under the contract.

Section - V

- 5.10 All labours, materials, tools, plants, machinery, equipment, water, electricity and any other things required for execution of work shall be arranged by contractor at his own cost.
- 5.11 The work shall be carried out in the manner, complying in all respect with the requirement of relevant byelaws of national, state and local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 5.12 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 work.
- 5.13 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.
- 5.14 All tools, plants and machinery provided by the contractor shall when brought to the site, be deemed to be exclusively intended for execution of this work and the contractor shall not remove the same or any part thereof without the consent of the Director .
- 5.15 All arrangement 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 these accounts shall be paid.
- 5.16 The Director means the President of India through the Director of Lighthouses & Lightships, Port Blair herein after referred to as Director having its registered office at Port Blair and shall include his legal representatives and successors and permitted assigns. Accepting authority shall be Director or his legal representatives and successors and permitted assigns.

All the future correspondences in this connection shall be addressed to-

निदेशक / The Director
दीपस्तंभ दीपपोत निदेशालय / Directorate of Lighthouses & Lightships
दीपभवन, 44 - बी.एस.रोड / Deep Bhavan, 44, B. S. Road
पोर्ट ब्लेयर / Port Blair- 744101
फैक्स एवं फोन / Tele-Fax-03192-244577, Telephone-03192-233298
ई - मेल / [E-Mail: dte-port@gov.in](mailto:dte-port@gov.in)

- 5.17 The contract shall be governed by the law of the India. All documents related to tender shall be in Hindi/English language. The language for communication shall be Hindi/English. Lawsuits and other proceedings arising out of or in connection with the contract shall be instituted in Courts of law at Port Blair (Andaman & Nicobar Islands), India only. All labour laws (state/central/local Authority) shall be followed fully by the contractor at his own cost.
- 5.18 The cost associated with preparation and submission of tender shall be borne by the tenderer. 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 tenderer.
- 5.19 The contractor shall execute and complete the works in accordance with the contract, and shall remedy the defects in the works. The Director under his power can eliminate the Number of buildings to be constructed or eliminate any items of work covered under contract at any stage.
- 5.20 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.

- 5.21 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 Contractors obligations under the contract and all things necessary for the proper design, execution and completion of the works.
- 5.22 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.
- 5.23 Quantities indicated in the schedule of works / bill of quantity are approximate & indicative only. Variation in quantities may be plus or minus depends on actual site condition. 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. Director, under his full powers can eliminate the number of items to be constructed or eliminate any items of work covered under contract agreement. The payment of Running Account/ Final bill shall be made as per the actual quantities executed and recorded of completed work on approved rate.
- 5.24 The prices quoted by the Bidder and accepted by the Employer shall hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in the market rates.
- 5.25 The Income tax as applicable will be deducted in each Running Account & Final Bills during the progress of work. The Statement of deduction of Income tax (Form-16(A)) will be issued to the contractor at the end of every financial year by the Directorate
- 5.26 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:
- i. The Contract Agreement,
 - ii. The Special Conditions of contract,
 - iii. The General Conditions of Contract,
 - iv. Description of the items in Schedule of work,
 - v. Bureau of Indian Standards Specifications.
- 5.27 EPF, labour insurance, all royalties, taxes, duties and other levies etc., shall be paid by the contractor and the Director will not be responsible for that. GST as applicable shall be paid by contractor. However, the copies of EPF payment and labour insurance shall be submitted by the contractor to this office.
- 5.28 The Director shall not make any direct payment to the subcontractor.
- 5.29 The stock position and material Bought at Site for construction purpose shall be maintained by the contractor and record of same shall be witnessed and endorsed by JE/ Station Incharge of this office. endorsed Copy of records shall be forwarded on regular basis to Directorate of Lighthouses and Lighthships Port Blair.
- 5.30 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.
- 5.31 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 Director.

- 5.32 A fortnightly progress report of the work shall be submitted giving the details of the work completed in the period and showing the progress of the work measured against the programme submitted by the contractor.
- 5.33 Contractors shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand by the Director or his Representative, submit list of his agents, employees and work people concerned and shall satisfy the Director or his representative as to the bonafides of such people.
- 5.34 The Director or his representative shall at his discretion have the right to issue passes per rules and regulations of the installation in forces to control the admission of the contract, his agents, and employees and work people to the site of the work or any part thereof. Passes shall be returned at any time on demand by the Director or his representative and in any case on completion of work.
- 5.35 The contractor and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the installation/ area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precaution, search of person on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any man hours etc. lost on this account.
- 5.36 Site for execution of work will be available as soon as the work is awarded. In case it is not possible to make the entire site available on the award of work, the contractor will have to arrange his working programme accordingly. No claim what so ever for not given entire site on award of work and for giving site gradually, will be tenable.
- 5.37 All works lie in unrestricted area. The restrictions for entry to work site and conditions of working in unrestricted area shall be as under. The work lies in unrestricted area. However, the contractor, his agents, servants, workmen and vehicle may pass through the unit lines, in which case, the Engineer in -charge at his discretion, has the right to issue the passes, control their admission to the site of work or any part thereof. The contractor shall on demand by the engineer- in - charge shall submit a list for personnel etc. Concerned and any other information called for by the engineer-in- charge and shall satisfy the engineer-in - charge and in any case on completion of work. The contractor and his work people shall observe all the rules promulgated from time to time by authority controlling the area where the work is to be carried out. Prohibition of smoking etc., Any person found violating the security rules laid down by the authority shall be immediately expelled from the area without assigning any reasons whatever and the contract shall have no claim on this account nothing shall be admissible for any man hours lost on this account. The contractor/ his agents/ representatives/ workmen etc., and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from only such gate or gates and at such times as the Director or authorities in - charge of the restricted area may at their sole discretion permit to be used.

Contractors authorized representative is required to be present at the places of entry and exit for purpose of identifying his carts, trucks, etc., to the person in charge of the security of the restricted area. Every workman shall be in possession of an identity card. The identity card shall be issued after a thorough investigation of antecedents of the labourers by the contractor and attested by officers – in- charge of the unit concerned in accordance with the standing rules and regulations of the unit. Contractor shall be responsible for conduct of his workmen, agents or representatives. The contractor, his agent and representative are required individually to be in possession of an identity card or pass which will be examined by the security staff at the time of entry into or exit from the restricted area at any time or number of times inside restricted area. Through search of all persons and transport shall be carried out at each gate and for as many times the gate is used for entry and may also be carried out any number of times at the site within the restrict The units controlling restricted area, usually work during six days in week and remain closed on the 7th day. The working hours available to the contractor labour and staff are however appreciately reduced because of the time of entry and during for these hours. The exact working

Section - V

hours available for work shall be deemed have been ascertained by contractor before submitting his tender. The tenderer's attention is invited to the fact that number of working hours for a unit are Prescribed regulations as that they cannot be increased by the Director or authorities controlling the restricted area. The definition of "working days" as given under conditions 1 of general conditions of contractors does not apply in case where the works are carried out in restricted area. The contractor shall not carry out any work on gazetted holiday and other working days except when he is specially authorized in writing to do so that Director. The Director may at his sole discretion declare any day as holiday or non-working day without assigning any reasons for such declaration.

- 5.38 The contractor shall permit free access and generally afford reasonable facilities to other agencies or departments workmen engaged by Govt. to carry out their part of work, if any under separate arrangement.
- 5.39 It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the Employer from all further claims by the contractor under the contract.
- 5.40 Authorized variations shall not vitiate the contract but additions and omissions shall be measured up and dealt with in accordance with the Contract agreement.
- 5.41 Rates for extra or reduced items shall be worked out as per relevant conditions of the contract mentioned elsewhere in the Bid document. Whenever an adjustment is agreed, approved or determined as per Contract the Employer shall specify the amount payable. For this purpose, reference shall be made to the actual cost of the varied work.
- 5.42 The contractor is not to vary or deviate from the drawings, specifications, schedule of works, general and special conditions of contract or instructions to execute any work of any kind whatsoever unless so authorized by the Employer in writing. If compliance with the Employer's aforesaid order involves extra work, then unless the same were issued in consequence of some breach of this contract on the part of the contractor(s), the later shall be entitled to be paid the price of the said work In case such instructions involve reduction in the scope of work and/or any saving in cost, the price adjustment shall be made as per the Contract Agreement.
- 5.43 Any error in description, quantity or rate in schedule of works, or any omissions there from shall not vitiate the contract or release the contractors from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 5.44 The execution of any items of work where any incidental work is actually required but not specifically stated in the Bid, it is to be understood that the amount quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.
- 5.45 The contractor shall submit the copies of invoices (GST Bill) of materials purchased and transported at Site for execution of work.



Director

For and on behalf of the President of India



भारत सरकार / Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
दीपस्तंभ एवं दीपपोत निदेशालय



Directorate of Lighthouses & Lightships

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SECTION – VI - GENERAL SPECIFICATIONS

6.1 General

- 1 All works shall be carried out as per CPWD Specifications. In respect of items not covered by the CPWD specifications, Indian standard specification shall apply.
- 2 In case of any variation between different applicable specifications, the following order of precedence will be followed.
 - a. Nomenclature of Schedule of works/Bill of Quantities.
 - 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.
- 3 The contractor shall be required to produce samples of all building 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.
- 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.
- 5 The contractor shall establish a site laboratory and shall provide cube crushing & testing machine, appliance at site, such as weighing scale, graduated cylinder, standard sieves, thermometer, slump cones etc. in order to enable the Employer to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.
- 6 The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction 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.
- 7 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 and trial mixes for controlled concrete shall

- be done using the approved materials. 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.
- 8 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.
 - 9 The contractor shall submit shop drawings of staging and shuttering arrangement, electrical works for approval of Employer. The contractor shall also submit bar bending schedule for approval of Employer before execution.
 - 10 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.
 - 11 The necessary test shall be conducted in the laboratory approved by the Employer. The sample for carrying out all or any of the tests shall be collected by the Employer for carrying out the independent quality control tests and the results will be binding on the contractor. The testing charges shall be borne by the Contractor. Cost of samples including their packing transportation to approved laboratories shall be borne by the contractor.
 - 12 The contractor or his authorised representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results of such tests and consequences thereon shall be binding on the contractor.
 - 13 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.
 - 14 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, up to date of the tender notice.
 - 15 Any cement slurry added over base surface (or) for continuation of concreting for better bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.
 - 16 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.
 - 17 The structural and 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.

- 18 The samples for various items of flooring / dado / skirting, painting and other finishes shall be prepared by the contractor as per approved specifications / drawings and shall be got approved in writing from the Employer before execution of such items.
- 19 Flooring as well as skirting / dado shall be laid as per pattern approved by the Employer and nothing shall be payable on this account.
- 20 All Reinforced Cement Concrete work shall be machine batched, machine mixed and machine vibrated design mix of specified grade.
- 21 The term machine batched, machine mixed and machine vibrated concrete or design mix concrete used elsewhere in agreement shall mean the concrete produced in automatic concrete batching & mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/Needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability.
- 22 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.
- 23 Reinforcement including authorized spacer bars and lappings shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimetre. Wastage and unauthorized overlaps shall not be measured.
- 24 Records of actual sectional weights shall also be kept dia wise and lot wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Employer shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day shall constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.
- 25 If the Derived Weight is lesser than the Standard Weight then the Derived Actual Weight shall be taken for payment. If the Derived Actual Weight is found more than the standard Weight, then the Standard Weight as worked out in sub-para 6.1.24 above shall be taken for payment. In such case nothing extra shall be paid for the difference between the Derived Actual Weight and the standard weight.

6.2 Jungle Clearance

Jungle clearance shall comprise uprooting of rank vegetation, grass, brushwood, shrubs, stumps, trees and saplings of girth upto 30 cm measured at a height of one metre above the ground level. Where only clearance of grass is involved it shall be measured and paid for separately.

6.2.1 Uprooting of Vegetation

The roots of trees and saplings shall be removed to a depth of 60 cm below ground level or 30 cm below formation level or 15 cm below sub-grade level, whichever is lower. All holes or hollows formed due to removal of roots shall be filled up with earth rammed and levelled. Trees, shrubs, poles, fences, signs, monuments, pipe lines, cable etc., within or adjacent to the area which are not required to be disturbed during jungle clearance shall be properly protected by the contractor at his own cost and nothing extra shall be payable.

6.2.2 Stacking and Disposal

All useful materials obtained from clearing and grubbing operation shall be stacked in the manner as directed by the Engineer -in-Charge. Trunks and branches of trees shall be cleared of limbs and tops and stacked neatly at places indicated by the Engineer-in- Charge. The materials shall be the property of the Government. All unserviceable materials which in the opinion of the Engineer-in-Charge cannot be used or auctioned shall be removed up to a distance of 50 m outside the periphery of the area under clearance. It shall be ensured by the contractor that unserviceable materials are disposed of in such a manner that here is no likelihood of getting mixed up with the materials meant for construction.

6.2.3 Clearance of Grass

Clearing and grubbing operation involving only the clearance of grass shall be measured and paid for separately and shall include removal of rubbish upto a distance of 50 m outside the periphery of the area under clearance.

6.3 Scrapping, cleaning of old paint of the

The exterior surface of the Building shall be cleaned thoroughly where ever applicable as directed by EIC and old paint to be removed with utmost care without causing any damage to the surface of civil structures. Exterior pains shall be applied Painting

6.3.1 Materials

Paints, oils, varnishes etc. of approved brand and manufacture shall be used as per the BOQ specifications for Exterior & Interior surfaces of Building & allied structures. Only ready mixed Paint (Exterior grade) as received from the manufacturer without any admixture shall be used. If for any reason, thinning is necessary in case of ready mixed Paint, the brand of thinner Recommended by the manufacturer or as instructed by the Engineer-in-Charge shall be used.

Contractor shall submit the samples of paints for approval by Engineer-in -charge, and it's the responsibility of contractor to transport the paint pertaining the approved sample for execution at site. Any deviation in make/quality of paint is liable to rejection & contractor has to rectify the defect at his own cost and no extra payment shall be entertain whatsoever.

Approved Paints, oil or varnishes shall be brought to the site of work by the contractor in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the Engineer-in-Charge. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the Engineer-in-Charge.

6.3.2 Commencing Work

Painting shall not be started until the Engineer-in-Charge has inspected the items of work to be painted, satisfied himself about their proper quality and given his approval to commence the painting work. Painting of external surface should not be done in adverse weather condition like rain and dust storm.

6.3.3 Preparation of Surface

All rust and scales shall be removed by scrapping or by brushing with steel wire brushes. Hard skin of oxide formed (corrosion) on the surface of wrought iron during rolling which becomes loose by rusting, shall be removed. All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.

6.3.4 Application

Before pouring into smaller containers for use, the Paint shall be stirred thoroughly in its containers, when applying also, the Paint shall be continuously stirred in the smaller containers so that its consistency is kept uniform. The painting shall be laid on evenly and smoothly by means of crossing and laying off, the latter in the direction of the grains of wood. The crossing and laying off consists of covering the area over with Paint, brushing the surface hard for the first time over and then brushing in opposite direction, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks shall be left after the laying off is finished. The full process of crossing and laying off will constitute one coat.

Depending on the nature and location of work to be carried out. Skilled and experienced workmen shall be employed for this class of work. Paints used shall be brought to the requisite consistency by adding a suitable thinner. No left over Paint shall be put back into the stock tins. When not in use, the containers shall be kept properly closed. No hair marks from the brush or clogging of Paint puddles in the corners of panels, angles of mouldings etc. shall be left on the work. On painting steel work, special care shall be taken while painting over bolts, nuts, rivets overlaps etc.

The additional specifications for primer and other coats of Paints shall be as according to the detailed specifications under the respective headings.

6.3.5 Brushes and Containers

After work, the brushes shall be completely cleaned of Paint and linseed oil by rinsing with turpentine. A brush in which Paint has dried up is ruined and shall on no account be used for painting work. The containers when not in use, shall be kept closed and free from air so that Paint does not thicken and also shall be kept.

6.3.6 Painting with Synthetic Enamel Paint

Synthetic Enamel Paint (conforming to IS 2933) of approved brand and manufacture and of the Required colour shall be used for the top coat and an undercoat of ordinary Paint of shade to match the top coat as recommended by the same manufacturer as far the top coat shall be used.

Note:

1. Regarding selecting the make against each item among the approved makes as specified above, decision of DLL shall be final. The DLL reserves the right to approve any other brand/manufacturer in addition to above list.
2. Paint brand/ make shall be approved by the Engineer in charge.
3. Primer, putty brand/ make shall be approved by the Engineer in charge
4. The other items shall be as per CPWD specification or ISI mark approved by engineer in charge.

List of approved make/ brand of material for civil works

Sl.No.	Name of Material	Approved Make
1	Paints & Primers	Asian/ Berger/ or equivalent approved by DLL, Port Blair.

The shades of paint colors

The paints shall be procured and used for the work as per shades mentioned below

Synthetic Enamel Paint

Sl.No.	Color	Shade	Component
1	White	Snow white/ Brilliant White	Trestle Tower ; C I Tower
2	Red	Signal Red	Trestle Tower ; C I Tower
3	Green	Bus green	Automation box, & Handrail
4	Black	Black	Gate, Pedestal etc.

Note:

1. Regarding selecting the make against each item among the approved makes as specified above, decision of DLL shall be final. The DLL reserves the right to approve any other brand/manufacturer in addition to above list.
2. Paint brand/ make shall be approved by the Engineer in charge.
3. Primer, putty brand/ make shall be approved by the Engineer in charge
4. The other items shall be as per CPWD specification or ISI mark approved by engineer in charge.



Director

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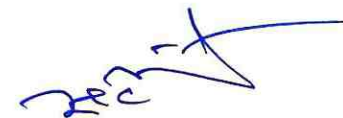
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SECTION – VII – SCHEDULE OF WORKS (Uploaded Separately)

Name of work: - “Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”						
Sl. No	Description of items	Qty.	Unit	₹ Rate in Figure (Including GST and other taxes)	₹Rate in Words (Including GST and other taxes)	₹Amount (Including GST and other taxes)
1.00	Painting to the exterior surface of Lighthouse tower at all heights with synthetic enamel paint of approved brand, colour and 1 st quality in two coats over a coat of primer after thoroughly cleaning the existing old painted surface with alkaline solution and scrapping to remove all dirt, dust and other foreign matters and making the surface even as directed by Engineer –in charge, including supply of all materials, labours, tools & Plants, safety belts/equipments, insurances transportation cost upto worksite and all other charges etc complete .	650.00	Sqm			
2.00	Painting to the interior surface of Lighthouse tower at all heights with synthetic enamel paint of approved brand, colour & 1 st quality in two coats after cleaning the old painted surface with alkaline solution and scrapping to remove all dirt, dust and other foreign matters and making the surface even etc. as directed including supply of all materials, labours, tools & Plants, safety belts/equipment’s etc. transportation cost upto worksite and all other charges etc complete as directed by the engineer in charge.	1,150.00	Sqm			
3.00	Painting to the metallic chequered plates at all heights in landing of staircase of Lighthouse tower with synthetic enamel paint of approved brand, colour and 1 st quality in two coats after cleaning the old painted surface with soap solution and scrapping to remove all dirt, dust and other foreign matters and making the surface even etc. as directed by EIC including supply of all materials, labours, tools & Plants, insurances, safety belts/equipment’s transportation cost upto worksite and all other charges etc complete.	560.00	Sqm			

4.00	Synthetic enamel painting to the previously painted Surface of (30m high) Aerial Mast trestle tower & Navtax trestle tower with approved first quality, brand, colour(Asian/Berger/Dulux/Nerolac-high glossy) in two or more coats at all heights after removing, cleaning the worn out old painted surface as directed and applying primer coat on worn out places after cleaning as required and as directed cost including supply of all materials, labours, tools & Plants , safety belts/equipment's, insurances ,transportation cost upto worksite and all other charges etc complete as directed by the engineer in charge.				
4.01	DGPS Aerial Mast Towers at Keating Point, Car Nicobar (325 Sqm each)	2	Nos		
4.02	Aerial Mast for Navtex at Keating Point lighthouse and DGPS Station (325 sqm)	1	Nos		
5	Providing and fixing G.I flat 40x6 mm in open area at all landings of ladder inside Lighthouse, including necessary welding, clamping with nut & bolts etc. and applying a priming coat of approved brand on exposed surface as directed by EIC including supply of all materials, labours, tools& plants etc. transportation cost upto worksite and all other charges etc complete.	346.02	Kgs		
6	Providing & fixing Door shutter with frame made up of with GI, L angles 50x50x6 mm to cast iron lighthouse tower as per drawing and nosing with lugs of GI flat 40x6 mm & alluminium sheet of not less than 3mm thick including the cost of welding and cost of all materials, machinery, labours, tools & plants, lift & lead, loading & unloading, transportation including head load and anchor bolts, hinges, hold fasts, brass screws, washers, fittings & fixtures for door shutter and applyong 1st quality primer coat & all other charges etc., complete including supply of all materials, labours, tools & plants etc. transportation cost upto worksite and all other charges etc complete as directed by the engineer in charge.				
6.01	G.I framed door shutter (as per drawing)	1.00	Job		

The amount indicated above is inclusive of all taxes & charges.



Director

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SECTION – VIII - EVALUATION CRITERIA OF TECHNICAL BID

8.1 General

The Bids meeting the eligibility criteria 3.1.1 of section III shall only be evaluated technically by a Committee. It is essential to secure at least sixty percent marks in aggregate in Technical Evaluation of technical bid to qualify for the opening of commercial bid.

The commercial bids of only those bidders shall be opened who technically qualify. Once technically qualified, the bidders will be informed about opening of the commercial bids.

After technically qualifying the bidder who has quoted the lowest rates shall be declared successful bidder.

8.2 Technical Evaluation

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

Sl. No	Attributes	Max Marks	Evaluation
1	<p>Technical capacity</p> <p>Experience of having successfully completed Similar works “Similar works means Painting to the cast iron Lighthouse Towers/Aerial Mast towers/trestle towers/Masonry/RCC towers in Andaman and Nicobar Islands.” with Government organizations during last Seven years ending on the last day of the month previous to the one in which, the tenders are invited without adverse remarks and fulfill the anyone of the following</p> <p>iv) Three similar completed works, each costing not less than the amount equal to 40% of estimated cost i.e. Rs. 5.69 lakhs or</p> <p>v) Two similar completed works, each costing not less than the amount equal to 60% of estimated cost i.e. Rs. 8.53 lakhs or</p> <p>vi) One similar completed work of aggregated cost not less than the amount equal to 80% of the estimated cost i.e. Rs. 11.38 lakhs</p>	60	<p>i.60% marks for minimum eligibility criteria.</p> <p>ii.100% marks for twice the minimum eligibility criteria or more</p> <p>In between (i) & (ii) on pro-rata basis</p>

2	<p><u>Financial capability</u></p> <p>The Average annual turnover of the bidder during the last three financial years ending 31st march 2023 shall be at least Rs.4.27 lakhs .This statement shall be duly certified by the chartered accountant.</p>	15	<p>i.60% marks for minimum eligibility criteria.</p> <p>ii.100% marks for twice the minimum eligibility criteria or more</p> <p>In between (i) & (ii) on pro-rata basis</p>
3	Other Documents	10	
ii)	Copy of PAN card (Max Marks-2)		
	Copy of GST registration (Max Marks -2)		
iii)	Undertaking that bid is unconditional, along with list of Gazetted &/or Account Officer (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate General of Lighthouses & Lightships anywhere in India as per Section-I, T&C, Sr. No. 09 (Max Marks-2)		
iv)	Affidavit that bidder is not blacklisted (Max Marks-2)		
v)	Copy of Tender Acceptance Letter (Max Marks- 2)		
4	Personal & Establishment	10	
i)	01 Graduate Civil Engineer (2 years' Experience) - 5 Marks (ii) Diploma Civil Engineer- 5 years' experience Marks -3) iii) Supervisor/foreman- 1 Marks for each (Max Marks -2)		
5	Plants & Equipment's	5	
	i) Safety equipment's, scaffolding, minor tools & plants -5marks		
	Total Marks	100	To become eligible for short listing the bidder must secure at least sixty percent marks in aggregate.


Director

For and on behalf of the President of India

ANNEXURE – I - EARNEST MONEY DEPOSIT

1. Bidder should prepare the EMD as per the instructions specified in the NIT/tender document.
2. Earnest Money Deposit for amounting to Rs. 28,500/- (Rupees Forty-Seven Thousand and Seven Hundred Only) shall be furnished in the form of Deposit at call Receipt/Fixed Deposit receipt (FDR)/ issued by any RBI Approved, Nationalized / Scheduled Bank in favour of Director of Lighthouses and Lightships, Port Blair payable at Port Blair valid for 180 days from the date of opening of Technical bid.
3. Bidders registered with Micro small medium enterprises(MSME) or National Small Industries Corporation(NSIC)or any other body specified by Ministry of MSME for similar nature of work shall be Eligible for Exemption from payment of EMD as per prevailing guidelines of Govt of India.They requires to submit documentary proof of such registration along with the technical bid for claiming the available exemptions If the registration certificate or certificate issued for works does not pertains to “ similar work” their bid shall be rejected.
4. Scanned copy of EMD shall be submitted online with Cover-I (i.e. Technical Bid).
5. The original of EMD shall be submitted to the Director, Directorate of Lighthouses & Lightships, Port Blair on or before the last date and time of the bid submission. Bidder shall send the EMD through Post/Courier service/in person.
6. The Director, Directorate of Lighthouses & Lightships, Port Blair shall not be responsible for any delay or loss, due to Postal/Courier services. The details of the EMD, 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.
7. The Earnest Money Deposit of the unsuccessful bidders shall be refunded within 30 days, without any interest.
8. The full EMD will be forfeited by the Director, Directorate of Lighthouses & Lightships, Port Blair, if,
 - a. The bidder withdraws his bid during bid validity period.
 - b. The bidder makes any modification in the terms & conditions of the Bid at his own.
 - c. The bidder does not accept corrigendum/addendum issued by the Director, Directorate of Lighthouses & Lightships, Port Blair, or any corrections raised due to error in filling the bid.
 - d. The successful bidder fails to sign the agreement within 15days from the issue of award of the contract.
 - e. The successful bidder fails to furnish valid bank guarantee for contract performance within 15 days from the issue of award of the contract.

ANNEXURE – II - PERFORMANCE BANK GUARANTEE

To
The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, 44, B.S Road,
Port Blair -744101

1. With reference to the letter No dated for the work **"Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar."** issued by the Director, Directorate of Lighthouses & Lightships, Port Blair, hereinafter referred to as "Owner" and M/s..... (Name of contractor) hereinafter to be referred to as "Contractor" on the other part.

2. We(name of Bank) the undersigned hereby guarantee due performance of obligations undertaken by contractor according to the above-mentioned acceptance with appertaining contract documents, against the Director, Directorate of Lighthouses & Lightships, Port Blair. If the contractor, in the binding opinion of the Director, Directorate of Lighthouses & Lightships, Port Blair, does not properly perform and carry out any of the obligations under the above contract and if the contractor. fails within 15 days of written notice by Director, Directorate of Lighthouses & Lightships, Port Blair, drawing attention to such failure to take such steps as reasonably to satisfy Director, Directorate of Lighthouses & Lightships, Port Blair, we do hereby irrevocably, absolutely and unconditionally undertaken to pay immediately to the Director, Directorate of Lighthouses & Lightships, Port Blair, on its order without any demur, any sum up to and not exceeding(amount) being 5% of the contract value, which Director, Directorate of Lighthouses & Lightships, Port Blair, may ascertain and claim under any title or for any reasons whatsoever upon the first written request to this effect from the Director, Directorate of Lighthouses & Lightships, Port Blair,, there being no need for the Director, Directorate of Lighthouses & Lightships, Port Blair, to issue any declaration, or to take action through legal or judicial execution or other authorities and also there being no need to prove the default of the contractor, the correctness or the Incorrectness thereof.

However, our liability under this guarantee shall be restricted to an amount not exceeding (Amount).

3. This letter of guarantee will be valid up to Six months beyond the period of completion of work / extended period of work and upon written request of the Director, Directorate of Lighthouses & Lightships, Port Blair, it will be extended according to the stipulation of the same contract.

4. Should we be unable or unwilling to extend the validity period to this Guarantee. letter or should the contractor fail to make arrangements with us for extension of this letter of Guarantee prior to the expiration of the above maturity date, or should the Contractor fail to make arrangements with us to agree with the extension, then we do hereby irrevocably, absolutely and unconditionally undertake to pay to Director, Directorate of Lighthouses & Lightships, Port Blair, without demur, on the Director, Directorate of Lighthouses & Lightships, Port Blair's order, the above mentioned amount, there being no need for reclaiming.

5. We..... (Name of Bank) further agree that the guarantee herein contained, comes into force with immediate effect until the period said, as in para 3 as above unless a demand or claim under this guarantee is made on use in writing before that date, from all liability under this guarantee thereafter.

Dated this..... day of.....2024.

ANNEXURE – III - TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To
The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, 44, B.S Road,
Port Blair – 744 101

Sub: - Acceptance of Terms & Conditions of Tender.
Tender Reference No

Name of Tender/Work: **“Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”**

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the website(s) namely:

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 67 (including all documents like annexure(s), schedule(s), 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)

ANNEXURE - IV – UNDERTAKING

(On letter head of the firm)

Name of Tender/Work: **“Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”**

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.

iii) List of

(Seal of the Company)

Date..... Signature of the bidder.....
or his Authorised signatory Place..... Name of the bidder..... or his Authorised signatory

ANNEXURE - V – UNDERTAKING

(On letter head of the firm)

Name of Tender/Work: **“Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtex trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”**

We.....(Agent Name) have thoroughly analyzed the work requirement of **Keating Point Lighthouse and DGNSS Station, Car Nicobar.”** and are completely aware of the remote condition of the site mentioned in the clause 4.33 of Tender Document.

(Seal of the Company)

Date..... Signature of the bidder.....
or his Authorised signatory Place..... Name of the
bidder..... or his Authorised signatory

ANNEXURE - VI – AFFIDAVIT

(Rs 100/- Non judicial stamp paper)

Name of work: “Painting to the cast iron Lighthouse Tower, 30m High Aerial Mast trestle towers (02) and Navtax trestle tower (01) at Keating Point Lighthouse & DGPS Station, Car Nicobar.”

I/we undertake and confirm that our firm has not been blacklisted by any State/Central Departments/PSUs/ Autonomous bodies during the last 7 years of its operations. Further that, if such an information comes to the notice of the Department, then we shall be debarred for bidding in DLL, Port Blair in future forever. Also, if such an information comes to the notice of department on any day before date of start of work the Engineer in charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy of affidavit shall be uploaded along with Bid)

Signature of Notary with
Seal with Stamp and date

Signature of Bidder(s)
authorized
Officer of the Firm.

List of Acts and 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 and local language).

1. With insubordinations or disobedience, whether alone or in combination.
2. Theft, fraud or dishonesty in connection with the contractors beside a business a property of Lighthouse Department.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviour.
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 and 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. Unauthorised use of employer's property of manufacture of making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and / or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or 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.

LABOUR BOARD

Name of Work:

Name of Contractor:.....

Address of Contractor:.....

Name and address of Office:.....

Name of Labour Officer:.....

Address of Labour Officer:.....

Name of Labour Enforcement Officer:.....

Address of Labour Enforcement Officer.....

Sl.No	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday:

Wage period:

Date of payment of wages:

Working hours:

Rest Interval:

Wage Card No:.....

WAGE CARD

Name and address of the contractor:

Date of issue:.....

Name and location of work:.....

Designation:.....

Name of workman:.....

Month / Fortnight:.....

Rate of Wages:.....

21	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
						22	23	24	25	26	27	28	29	30	31						
Morning: Rate																					
Evening: Amount																					
Initial:																					

Received from:..... the sum of
Rs.....on account my wages The wage card is valid for one month only

REGISTER OF WAGES

Name and address of the contractor:

Name and address of establishment under which contract is carried on:

Nature and location of work:.....

Name and address of Principal Employer:.....Period: Monthly / Fortnightly.

Sl No	Name of Workman	Serial No. in The register of workman	Designation/ Nature of work done	No. of days worked	Units of work done	Daily Rate of wages / special rate	Basic wages	Dearness allowance	Over Time	Other Cash payments (indicate nature)	Total	Deductions if any (indicate nature)	Net amount paid	Signature or Thumb impression of the workman	Initial of contractors or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

MUSTER ROLL

Name and address of the contractor:

Name and address of establishment under which contract is carried on :.....

Nature and location of work:.....

Name and address of Principal Employer:.....For the month of fortnight:

Sl.No	Name of workman	Sex	Father's / Husband's Name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Register of Workmen Employed by Contractor

Name and address of the contractor:

Name and address of establishment under which contract is carried on :.....

Nature and location of work:.....

Name and address of Principal Employer:.....

Sl. No	Name and Surname of workman	Age & Sex	Father's / Husband's Name	Name of Employment / Designation	Permanent home address of the workman (village and Tehsil, Taluk and District)	Local Address	Date of commencement of employment	Signature of thumb impression of employment	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

WAGES SLIP

Name and address of the contractor:.....

Name and Father's / Husband's name of workman:.....

Nature and location of work:.....

For the week / Fortnight / Month ending

1. No. of days worked:.....
2. No. of units worked incase of piece rate workers:.....
3. Rate of daily wages / piece rate:.....
4. Amount of overtime wages:.....
5. Gross wages payable:.....
6. Deduction, if any :.....
7. Net amount of wages paid:.....

Initials of the Contractor or his representative

EMPLOYMENT CARD

Name and address of the contractor:.....

Name and address of establishment /under which contract is carried
on:.....

Nature and location of work:.....

Name and address of Principle Employer:.....

1. Name of the Workman:.....

2. Sl. No in the register of workman employed.....

3. Nature of Employment/ Designation:.....

4. Wage rate (with particulars of unit incase of piece:

5. Wage period :.....

6. Tenure of employment:.....

7. Remarks:.....

Signature of Contractor

SERVICE CERTIFICATE

Name and address of the contractor :

.....

Name and location of work

.....

Nature and address of workman

.....

Age or Date of Birth

Identification marks

Father 's / Husband's name

Name and address of establishment in order which contract is carried

on:.....

Name and address of Principle Employer:..... Sl. No	Total period for which employed		Name Of Work Done	Rate of wages (with particulars of unit incase of piece work)	Remark s
1	2	3	4	5	6

Register of Deduction for Damage or Loss

Name and address of the contractor:

Name and address of establishment under which contract is carried on :

Nature and location of work:.....

Name and address of Principal Employer:.....

Sl. No	Name of Workman	Father's / Husband's name	Designation /Nature of Employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employees explanation was heard	Amount of deduction imposed	No. of Installments	Date of Recovery		Remarks
										Installment	Last Installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Register of Advance

Name and address of the contractor:

Name and address of establishment under which contract is carried on :

Nature and location of work:

Name and address of Principal Employer:

Sl. No	Name of Workman	Father's / Husband's name	Designation / Nature of Employment	Age period and wages payable	Date and amount of Advance given	Purpose for which advance made	Number of installments by which advance to be repaid	Date and amount of each installment repaid	Date on last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Register of Fines

Name and address of the contractor:

Name and address of establishment under which contract is carried on:.....

Nature and location of work:.....

Name and address of Principal Employer:.....

Sl. No	Name of Workman	Father's / Husband's Name	Designation / Nature of Employment	Act/omission for which Fine Imposed	Date of Instance	Whether workman showed cause against fine	Name of the person in whose presence explanation was heard	Wage period and wages made	Amount of fine Imposed	Date on which fine Imposed	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Register of Overtime

Name and address of the contractor:

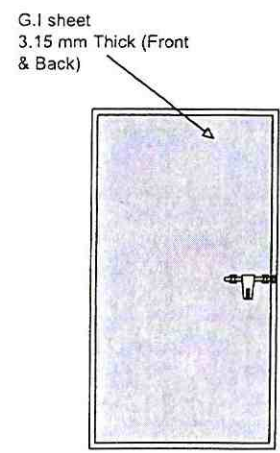
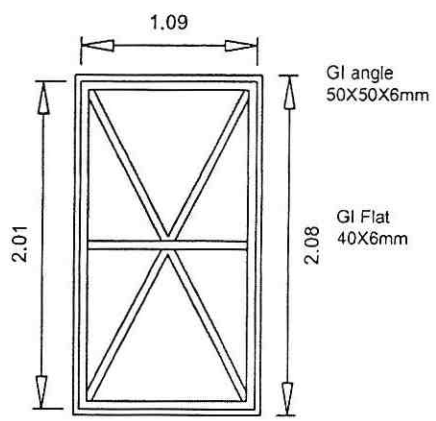
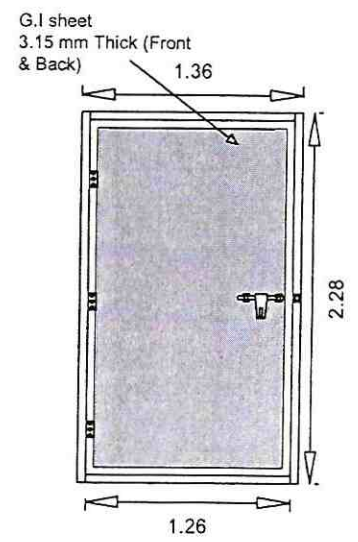
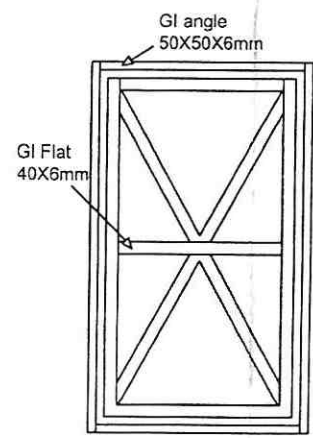
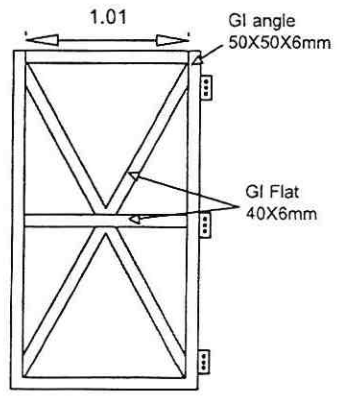
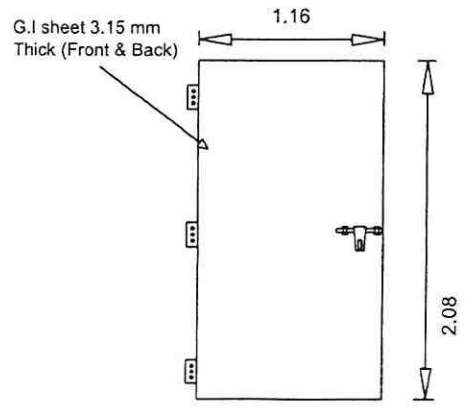
Name and address of establishment under which contract is carried on:

Nature and location of work:.....

Name and address of Principal Employer:.....

Sl. No	Name of Workman	Father's / Husband's Name	Sex	Designation / Nature of Employment	Date on which over time worked	Total Over time worked or Production in case of Piece Rate	Normal Rate of Wages	Overtime Rate of Wages	Overtime Earnings	Date on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

insurance



G.I FRAMED DOOR SHUTTER

[Signature]
JE(C)

[Signature]
AEE(C)

[Signature]
DD

[Signature]
Director