

भारत सरकार/Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय /Ministry of Ports, Shipping and Waterways
दीपस्तंभ और दीपपोत निदेशालय/Directorate of Lighthouses and Lightships
दीप भवन, जी एम सी स्टेडियम के पास, बम्बोलिम, गोवा - 403202
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निविदा दस्तावेज़/BID DOCUMENT

ऑयस्टर रॉक दीपस्तंभ में पानी पंप के लिए 3 core x 6 sqmm Copper Armoured Cable की खरीद।/Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthosue.

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खण्ड/SECTION- 1

ई-निविदा आमंत्रण सूचना/NOTICE INVITING e- TENDER

सं / No. EM-Goa-01001(09)/1/2023-Electrical Maintenance

दिनांक/Dated: 16/05/2024

For & on behalf of President of India, the Director, Directorate of Lighthouses & Lightships, Goa, invites on-line Bids, under two cover system (Technical bid, Commercial bid) from the Original Equipment Manufacturers (OEMs) or their authorized agents or appropriate class contractors registered with CPWD, State PWD, Railways, MES, BSNL etc., or with any other State/Central Government/Public Sector undertaking/Autonomous bodies having experience in the following work: **Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.**

| | | |
|----|---|---|
| 1. | अनुमानित लागत Estimated Cost of the work | ₹ 2,68,400/- (Prices inclusive of GST) |
| 2. | बयाना राशि Earnest Money Deposit | ₹ 5,368/- in the form of Demand draft/Fixed Deposit receipt (FDR) of any Nationalized Bank in favour of "The Director of Lighthouses and Lightships, Goa" payable at Goa. |
| 3. | निविदा राशि / Tender Fee (non-refundable) | ₹ 500/- in the form of Demand draft of any Nationalized Bank in favour of "The Director of Lighthouses and Lightships, Goa" payable at Goa. |
| 4. | निविदा कागजात डाउनलोड करने की अवधि / Download period of bid- document | 17/05/2024 (1200Hrs) to 27/05/2024 (1600Hrs) |
| 5. | निविदा पूर्व बैठक Pre-bid meeting | 21/05/2024 (1500Hrs) |
| 6. | निविदा प्रस्तुत करने की अवधि Bid submission period | 17/05/2024 (1200Hrs) to 27/05/2024 (1600Hrs) |
| 7. | तकनीकी निविदा खोलने की तिथि Date of opening of Technical Bids | 28/05/2024 (1600Hrs) |
| 8. | बयाना राशि जमा और निविदा मूल्य Submission of EMD & Tender Fee | On or before 28/05/2024 (1200Hrs) |
| 9. | कार्य पूर्ण करने का समय Period of completion of work | 15 days from the date of award of contract |

नोट/Note :

2. Tender Fee in the form of Demand Draft drawn in favour of The Director of Lighthouses and Lightships, Goa" payable at Goa.
3. Earnest Money Deposit shall be furnished in the form of Demand Draft or FDR from any Nationalized Bank, in favour of "The Director of Lighthouses and Lightships, Goa" payable at Goa on or before **28/05/2024 (1200Hrs)**. EMD in any other form shall not be accepted. Validity of the EMD shall be 90 days from the date of publishing of tender.
4. The details of work are available in the tender document which can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>.
5. The bid is to be submitted on <https://eprocure.gov.in/eprocure/app> up to last date and time of submission of tender in **on-line only**.
6. Sale of physical tender document is not applicable.

निदेशक (प्रभारी)/Director-in-Charge

भारत के राष्ट्रपति के लिए और उनकी ओर से
For and on behalf of the President of India

खण्ड/SECTION –2

**विस्तृत बोली सूचना और बोलीदाताओं के लिए निर्देश
DETAILED BID NOTICE AND INSTRUCTIONS TO BIDDERS**

2.1 For and on behalf of the President of India, the Director, Directorate of Lighthouses & Lightships (DLL) invite on – line bids, from the reputed and experienced contractors/ parties & Govt. under taking, for "Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse" Tender form can be downloaded from the web site <https://eprocure.gov.in/eprocure/app>.

नोट/Note:

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the DLL. It also provides information regarding on - line bid submission, opening, evaluation and award of the contract. It is necessary for the bidders to go through the instructions contained in this section before submission of bid.

2.2 ऑनलाइन बोली हेतु निर्देश/Instructions for on-line Bid Submission

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

2.2.1 पंजीकरण/Registration

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online bidder enrolment" 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 shall 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/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ 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 shall be registered by a bidder. Bidders are responsible to ensure

that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

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

2.2.2 बोली की तैयारी/Preparation of Bids

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on DGLL"s website or CPP portal, download the complete tender document, 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 name 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 on-line through the tender site, or through the contact details given in the tender document.
- (iv) Bidder shall get ready in advance with the bid document to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf/jpg formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, annual report, PAN, TIN, EPF registration, service tax registration 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 bids.

2.2.3 बोली प्रस्तुतीकरण/ Submission of Bids

- (i) Bidder shall 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 shall prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals of Tender Fee and EMD shall be submitted to the DLL, on or before the last date & time of bid submission. Bidder shall send the EMD & Tender fee through India post/Courier Service/in person. DLL shall not be responsible for any delay or loss, due to postal/Courier Services. The details of the Demand Draft/FDR, sent physically, shall tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid is liable to be rejected.
- (iii) While submitting the bids on-line, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit his bid.
- (iv) Bidder shall select the payment option as off-line to pay the Tender Fee/ EMD and enter details of the Demand Draft/FDR.

- (v) Bidder shall digitally sign and upload the required bid document step by step as indicated in the tender document.
- (vi) Bidder 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 2MB. 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 1MB, the transaction uploading time will be very fast.
- (viii) Utmost care shall be taken for uploading Schedule of rates and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Rates i.e. Section-8, in XLS format and save it without changing the name of the file. Bidder shall quote his rates in figures in white background cells, thereafter save and upload the file in financial bid (Price bid) only. If the Schedule of Rate file is found to be modified by the bidder, the bid will be rejected.
- (ix) Bidder shall submit his bid through on-line e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids on-line 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 on-line submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder shall 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 bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- (xiii) The bidder shall ensure that the bid document submitted shall 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.

- (x) The bidder shall 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.
- (xi) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- (xii) 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. **The contact number for the helpdesk is 1800 3070 2232.**

2.3 प्रस्ताव जमा करना/**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:

A) तकनीकी बोली/Technical Bid

On-line bids shall be submitted containing copies of the following for documentary proof, fulfilling qualifying criteria failing which the offer shall be summarily rejected.

- (i) Scanned Copy of Earnest Money Deposit (in the form of Demand Draft/FDR) from any Nationalized Bank/RBI approved Bank.
- (ii) Scanned Copy of Tender fee (Non-refundable) in the form of Demand Draft drawn in favour of The Director, Directorate of Lighthouses and Lightships, Goa", Payable at Goa.
- (iii) Scanned copies of proof for eligibility as section 3
- (iv) Scanned copy of duly filled and signed forms 9.3 to 9.7.

If 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 i.e. Price Bid, of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging of any price information in Technical Bid will result in rejection of their tender.

B) बोली मूल्य/Price Bid

The price bid shall be uploaded in the excel format as per the Section-8.

- i) It may be noted that this part shall not contain any terms & conditions. Any condition given in the price bid will be a sufficient cause for rejection of bid.
- ii) The quoted rates shall be written in figures in the enclosed Proforma (BOQ / Schedule of Rates) which shall be duly digitally signed by the bidders or his authorized person.

2.4 बोली प्रस्तुतीकरण और खोला जाना/**Submission and Opening of Bid**

- 2.4.1 The bid shall be submitted on-line at website <http://eprocure.gov.in/eprocure/app> only, on or before the due date. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut- off date and

time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, courier or by any other mode will not be considered. In case of date of opening is declared, as Central Government closed holiday, tender will be opened on next working day at the same time.

- 2.4.2 Only those bidders shall be considered qualified by the DLL, who submit requisite Tender fee, EMD and necessary documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the DLL shall be final and binding in this regard.
- 2.4.3 The bidder shall bear all cost associated with the preparation and submission of its bid. The DLL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.



निदेशक (प्रभारी)/**Director-in-Charge**

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खण्ड/SECTION –3

बोली पात्रता मापदंड/ELIGIBILITY CRITERIA FOR BIDDING

3.1 पात्रता मापदंड/Eligibility Criteria

- 3.1.1 It is an essential requirement that the bidder has taken up, executed and satisfactorily completed at least one similar work amounting to not less than ₹ 2,14,720/- or two similar works each amounting to not less than ₹ 1,61,040/- or three similar works each amounting to not less than ₹ 1,07,360/- during last seven years ending **last day of previous month** in any Central Government / State Government / Public sector Undertaking Organization / Private firm. Similar work means Electrification works, ESE lightning arrester, Electrical UG Cable works etc.
- 3.1.2 The bidder should have experience in providing services in similar work for a minimum of 3 years.
- 3.1.3 The bidder is required to furnish detailed information with regard to their financial capacity, technical capability and experience. Following details with supporting documents shall be furnished along with the Technical Bid-
- (a) Company Registration certificate
 - (b) Self-attested copy of valid relevant License for undertaking Electrical Works.
 - (c) Original Copy of Earnest Money Deposit (EMD) in the form of Demand Draft or FDR from any Nationalized Bank, in favour of "The Director of Lighthouses and Lightships, Goa" payable at Goa. MSME bidders in eligible category seeking exemption from submission of EMD are required to submit 'Bid Security Declaration' in given format (Form 9.6).
 - (d) Copy of PAN and GST registration.
 - (e) An undertaking to the effect that the price bid does not contain any condition.
 - (f) Technical details/Broachers of item proposed to be supplied.
 - (g) Duly filled and signed Proforma of Tender Acceptance Letter (form 9.3)
 - (h) Duly filled and signed Proforma for Undertaking (form 9.4)
 - (i) An affidavit for Non Blacklist (Form 9.5)
 - (j) Self-attested Copies of Income Tax Returns for the last any three Assessment years.
 - (k) Proof of average annual Turnover for last 3 years (from a Chartered Accountant)
 - (l) List of similar class of works completed during the last seven years.
 - (m) List of make and model of proposed cable which will to be supplied.

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

- 3.1.4 It will be an essential requirement that the prospective bidder shall be fully equipped & capable to carry out the maintenance, repair & stocking of spare parts required for maintenance support.

3.2 बोली मूल्य/Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of the bid. The employer shall in no case be responsible or liable for these costs.

3.3 आश्वासन/Assurance

The bidder shall be required to give satisfactory assurance of his ability and intention to deliver the goods and services, pursuant to the Contract, within the time set forth therein.

3.4 बोली दस्तावेज़/Bid Document

3.4.1 The bid document contains the following –

| | |
|-----------|---|
| Section 1 | Short Bid Notice Inviting e-tender. |
| Section 2 | Detailed Bid Notice and Instructions to Bidders |
| Section 3 | Eligibility Criteria for Bidders |
| Section 4 | General Conditions of Contract |
| Section 5 | Special Conditions of Contract |
| Section 6 | Scope of work and System Specifications |
| Section 7 | Evaluation criteria for the Technical Bid |
| Section 8 | Bill of quantity |
| Section 9 | Miscellaneous Pro forma |

3.4.2 The bidders are expected to examine the bid document including all instructions, forms, terms & conditions and specifications. Failure to furnish any information required in bid document or submission of bid not substantially responsive to the bid document in every respect shall result in rejection of the Bid.

3.5 बोली दस्तावेज़ स्पष्टीकरण/Clarification on bid document

3.5.1 The prospective bidder requires any clarification about tender document may obtain the same on-line/ off-line from Tender Inviting Authority i.e. The Director, Directorate of Lighthouses & Lightships, Deep Bhavan, Goa, in person or otherwise in writing so as to reach the said office on or before **1200hrs on 21.05.2024**

3.5.2 **The pre-bid meeting schedule on 04/05/2023 at 1500hrs, hosted at Directorate of Lighthouses & Lightships, Deep Bhavan, , Near GMC Stadium, Bambolim, Goa – 403202** to clarify the issues & to answer questions on any matter that may be received at that stage as stated in clause 3.5.1 above. Bidders are advised to attend the pre-bid meeting; however, non-attendance 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 document. The outcome of the meeting including the text of questions received (without identifying the source of inquiry) and the responses given shall be uploaded on CPP portal. No further queries shall be entertained after settling clarifications/issues received during the above pre- bid meeting.

3.6 बोली दस्तावेज़ संशोधन/Amendment of bid document

3.6.1 At any time prior to the deadline for submission of Bids, the Employer may for any reason, at his own initiative, modify the bid documents by amendment and same shall be uploaded on CPP portal.

3.6.2 The amendment shall be part of the bid document.

3.7 बोली की भाषा/Language of the bid

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

3.8 बोली की तैयारी/Preparation of Bid

3.8.1 The bid prepared by the bidder shall be having two Parts viz. Technical bid and price bid.

3.8.2 The technical bid shall comprise all the documents mentioned in para 3.1 with technical bid check up list.

3.9 बोली मूल्य/Bid Price

3.9.1 The bidder shall upload the appropriate price for schedule of works as in BOQ.

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

3.10 बोली मुद्रा/Bid Currencies

The Contract provides for payment of the Contract Price in Indian Rupee only.

3.11 Documents establishing conformity of the Bidder's proposal to the bid document.

3.11.1 The documentary evidence of conformity of the goods and services to the bid document may be in the form of literature, drawings, data and shall include detailed description on the proposal's essential technical and performance characteristics. Apart from above it shall also include the following –

- (i) How the offered solutions shall satisfy functional requirements stated IEC or CPRI Test standards.
- (ii) Documents such as user/operation manual, technical manuals.
- (iii) Any additional features and functions.

3.11.2 A detailed schedule of execution of the work under the Contract (Work Schedule), outlining key activities and critical item on the schedule which could influence the Contract completion date. A time schedule in man-days for the execution of works from the commencement of works to the handing over of the system shall be incorporated.

3.11.3 A detailed schedule of works on power supply, environmental controls needed, or any other resources/service/activities if that are to be provided by the Employer indicating clearly their time schedule and criticality must be spelt out.

3.12 बोली का भरा जाना/Filling up of Bid

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

3.12.2 The rate of each item shall be quoted in figures. The amount in figures shall be written in such a way that interpolation is not possible.

3.12.3 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). Moreover, for comparison purpose, highest rate quoted by other bidders shall be loaded for the subject component/item.

3.12.4 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.

- 3.12.5 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.
- 3.12.6 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 and EMD shall be forfeited.
- 3.12.7 The bidder shall not be under a declaration of ineligibility for corrupt & fraudulent practices in any Govt. Department or organization in India or abroad.

3.13 बोली स्पष्टीकरण/Clarification on Bids

To assist in the examination and evaluation of bids, DLL 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.

3.14 प्रारंभिक परीक्षा/Preliminary Examination

The employer will examine the bids to determine whether they are complete, any computational errors have been made, required details have been furnished, the documents have been properly signed or the Bids are generally in order.

3.15 कार्य सौंपा जाना और अनुबंध पर हस्ताक्षर/Award of work and signing the agreement

- 3.15.1 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 –

(a) Eligible in accordance with the provisions of Clause 3.1.1, 3.1.2., 3.1.3 & 3.1.4

- 3.15.2 The bidder whose bid has been accepted shall be notified by LOI for the award by the DLL prior to expiry of the bid validity period by registered letter or by e-mail Letter of Intent. The letter of Intent will state the sum that the Employer shall pay the Contractor in consideration of the execution, completion, commissioning and handing over of the works by the Contractor as prescribed in the Contract.

- 3.15.3 Within 15 days of receipt of Letter of Intent, the successful bidder will furnish the Letter of Acceptance, contract performance guarantees in the form of Bank Guarantee/FDR and sign the Agreement with the employer. The Agreement will incorporate all correspondences between the employer and the successful bidder.

- 3.15.4 The earnest money deposit of the successful Bidder shall be refunded without any interest within 30 days of award of the contract. The earnest money deposit of the unsuccessful bidders shall also be refunded within 30 days, without any interest, after award of the contract.

- 3.15.5 The tendered rate should be valid for a period of 90 days from the date of opening of technical bids.

3.16 बोली मूल्यांकन/Evaluation of Bids

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

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

- 3.16.2 If a bid is not substantially responsive, it will be rejected by the DLL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 3.16.3 The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsiveness.
- 3.16.4 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.
- 3.16.5 The bidders shall quote the rates only for the items mentioned in the schedule of Rates in excel format provided along with this tender. The rates quoted for the item other than the items mentioned above shall not be considered for evaluation.
- 3.16.6 The rates shall be quoted in Indian Currency only and if quoted in other currency, the offer will be rejected.
- 3.16.7 The units of the items shall be same as per the Schedule of Rates and any other unit mentioned in the offer will be liable to be rejected.
- 3.16.8 Conditional offers are liable for rejection.
- 3.16.9 The Price bid of the prospective bidders, who fulfills the techno-commercial requirement of the bid(s), shall be evaluated further.
- 3.16.10 Any effort by a bidder to influence the DLL in the process of examination, clarification, evaluation, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

3.17 कार्य सौंपने की अधिसूचना/Notification of Award

- 3.17.1 The bidder whose bid has been accepted shall be notified for the award by the DLL prior to expiry of the bid validity period through the Letter of Intent.
- 3.17.2 The Bidder shall promptly check their e-mail box registered with CPP Portal for receipt of any information / clarification / correspondence in respect of their bid. The DLL shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 3.17.3 If any of the information furnished by the bidder is found to be incorrect, the bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.
- 3.17.4 DLL reserves the right to cancel the tender without assigning any reason thereof.
- 3.17.5 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.



निदेशक (प्रभारी)/Director-in-Charge

खण्ड/SECTION-4

संविदा की सामान्य शर्तें/GENERAL CONDITIONS OF CONTRACT

4.1. सामान्य/General

- (i) DLL shall mean the Director, Directorate of Lighthouses and Lightships, Goa having its office at **DEEP BHAVAN, NEAR GMC STADIUM, BAMBOLIM, GOA – 403202** and shall include his legal representatives and successors and permitted assigns.
- (ii) Accepting authority shall be DLL or his authorized representative.
- (iii) The contract shall mean the notice inviting bid, the bid and acceptance thereof and the formal agreement if any, executed between the DLL and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities / items with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form contract and shall be complementary to one another.
- (iv) The contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works / jobs and shall include legal representatives of such individual or persons composing such firm.
- (v) The contract sum shall mean the sum for which the bid is accepted.

The site shall mean the premises of Oyster Rock Lighthouse. The Oyster Rock lighthouse is approachable by a machine boat to be taken from Karwar port, Karnataka. For Oyster Rock , Karwar is the nearest railway station on Konkan Railway.

**Oyster Rock Lighthouse (Island)
R/T Building, Kaju Baug,
Post Karwar, Dist. Kanera,
Pin-581301**

- i) The works / jobs shall mean the works / jobs to be executed in accordance with the contract and shall include all extra or altered or substituted works or temporary and urgent works as required for performance of the contract.
- ii) The contractor shall satisfy himself with regard to the nature of work to be done, its scope, the conditions of contract, specifications, etc. included in the bid document.
- iii) The contractor shall abide by prevalent rules & regulations for security and safety. Any material brought inside the premises of the office which is required to be taken out from the premises shall have necessary prior written permission from the DLL, or his authorized representative.
- x) The contractor, being the Principal Employer for the workmen engaged by him shall take maximum care against any accident and shall ensure proper safety

measures. For any accident, mishappening due to lack of safety measures, the contractor shall be responsible. The contractor in his own interest shall insure the workman so deployed. DLL will not be responsible for any such claims whatsoever.

- xi) The rates shall remain valid for a period of 90 days in all the respect from the date of opening the bid.
- xii) It will be absolutely necessary on the part of the bidder to sign the tender documents for all its parts. The successful bidder at the time of award of the work shall enter into an agreement with the Director, Directorate of Lighthouses & Lightships as per the conditions stipulated in this tender.
- xiii) No interest shall be payable to the contractor against the earnest money /security deposit/performance bank guarantee or any money recovered from the contractor.
- xiv) Within 15 days of the issue of the Letter of Intent by the employer, the contractor shall furnish a contract performance guarantee in the form of Bank guarantee/FDR. Failure of the contractor to furnish the required performance guarantee by due date shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD or action as per bid security declaration.
- xv) Performance guarantee shall be in the name of Director of Lighthouses and Lightships, Goa. It will be equivalent to 3% of the contract value and shall remain valid 3 months after expiry of 2 Year warranty/guarantee period. The Performance guarantee shall be in the form of Bank guarantee/FDR.
- xvi) To be eligible for the award of the contract, the bidder shall provide evidence, satisfactory to the DLL of their eligibility, their capacity and adequacy of resources to carry out the subject contract effectively. It is an essential requirement that the tenderer have prior experience in executing similar works. The bidder shall enclose sufficient proof of experience for similar works in other organization.
- xvii) All the future correspondences in this connection shall be addressed to:

The Director,
Directorate of Lighthouses and Lightships,
Deep Bhavan,
Near GMC Stadium,
Bambolim, Goa – 403 202
Phone No. : 0832-2953115
E-mail: dte-goa@gov.in

- xviii) During the course of the bid the DLL may modify certain aspects of the bid, by amendment. The modification may be based on DLL's own initiative or on clarifications issued. Such amendments shall be uploaded in the CPP portal. Additional time required if any due to the amendments shall also be uploaded in the CPP portal. The DLL at his discretion may extend the last date for submission of bids in order to give reasonable time to tenderers to take the amendments into account.
- xix) The DLL may terminate the contract at any time for unsatisfactory response by the contractor and only proportionate amount shall be paid.
- xx) Income tax shall be deducted as per the provision of income tax act.

4.2. Material and workmanship:

Material and workmanship required for the execution of the contract is required to be of first quality and to the satisfaction of the DLL or his representative who shall have full powers to reject any items of the stores or all the materials and/or workmanship which may appear to him to fall short of the requirements.

In the event of any doubt occurring in the execution of the work either in respect of maintenance of systems or in respect of any other item of the work for any reason whatsoever, the contractor shall refer the matter to the DLL whose decision shall be final and binding.

4.3. Guaranty/Warranty:

Warranty conditions like replacement against manufacturing defects and repairs/ replacement against deterioration in performance in pro rata basis to be clearly mentioned.

4.4. संविदा निरस्त किया जाना/Rescindment of contract

If at any stage during the work, the Contractor(s) ceases work or refuses to fulfill his part of the contract, the DLL shall have power to rescind the contract, of which rescission notice in writing to Contractor(s) under the hand of the DLL shall be conclusive evidence of Contractor(s) default and the whole of the Performance Bank Guarantee paid by Contractor(s) shall stand forfeited and be absolutely at the disposal of the Government. The DLL, shall moreover, have the power to adopt any measure for 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(s), if the whole work had been executed by Contractor(s) (for the amount in such cases, the certificate in writing of the DLL shall be final and conclusive) shall be realized from the Contractor(s) 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(s) shall have no claim for compensation for any loss sustained by him for reasons of 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 DLL shall be entitled to take possession of any or part of any material which has been brought by the Contractor(s) to the site of work and in which event the Contractor(s) shall be entitled to such payment therefore as may be considered reasonable by the DLL.

4.5. उप-किराएदारी/Subletting

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

4.6. दिवालियापन और संविदा-भंग/Insolvency and breach of contract

The Director may at any time by notice in writing summarily determine the contract without compensation to Contractor(s) in any of the following events-

If Contractor(s) being an individual or if a firm any partner in Contractor(s) 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 for Composition under any Insolvency Act for the same being in force or make any conveyance or assignment of his effects or enter into any arrangement with this creditors or suspend payment or if the firm be dissolved under the Partnership Act; or

If the Contractor(s) 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 If the

Contractor(s) commits any breach of this Contract not being specifically herein 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 Contractor(s) shall be liable to pay the President of India for any extra expenditure they are hereby put up.

4.7. विसंगति और त्रुटि का समायोजन/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.

4.8. भुगतान प्राधिकारी/ Paying Authority

| Name of the Consignee & Paying Authority | Address | Contact phone |
|--|---|---|
| The Director | Directorate of Lighthouses and Lightships, Deep Bhavan, Near GMC Stadium, Bambolim, Goa – 403 202 | PH: 0832-2953115 E-mail: dte-go@gov.in |

4.9. अप्रत्याशित घटना खण्ड/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 herein shall mean acts of God, War (declared or undeclared) Riots or Civil commotion, Fires, Floods and acts of 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 claim.
- (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.

4.10. समाप्ति/Termination

- i) In the event of the Contractor going into liquidation or winding up his business or making arrangement with his creditors, this agreement shall stand ipso fact 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 unsatisfactory performance of the contractor, the DLL shall have the right to terminate the Agreement forthwith by giving 30 days' notice. The decision of the DLL under this clause shall be final.

4.11. ठेकेदार के कारण पैसे पर ब्याज/Interest on money due to the contractor

The contractor shall not be entitled to interest damages for loss of interest

upon any amounts lodged as deposits with DLL or upon payments in arrears or upon any balance, which may, on the final settlement on his accounts, be due to him.

4.12. जुर्माना खण्ड/Penalty Clause

- (i) Throughout the stipulated period of contract, the work shall be proceeded with all due diligence. The contractor shall pay a sum equal to 0.1% of the cost of the work for each day the work remains incomplete beyond the stated period, provided that the entire amount of compensation to be paid under the provision of this clause shall not exceed 05% of the cost of the work as indicated in the contract.
- (ii) All the case of delay shall be decided by the Director of Lighthouses & Lightships, Goa or his authorized representative.

4.13. अनुमति/सांविधिक अनुज्ञप्ति/मंजूरी/अनुमोदन/Permit/statuary licenses / clearances / approval

The responsibility of obtaining necessary Permit/ statuary licenses / clearances /approval from designated authority (State Government/ its agencies) will be of the contractor. However necessary administrative assistance will be provided by the DLL Goa.



निदेशक (प्रभारी)/Director-in-Charge

भारत सरकार/Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय /Ministry of Ports, Shipping and Waterways
दीपस्तंभ और दीपपोत निदेशालय/Directorate of Lighthouses and Lightships
दीप भवन, जी एम सी स्टेडियम के पास, बम्बोलिम, गोवा - 403202
Deep Bhavan, Near GMC Stadium, Bambolim, Goa – 403202

खण्ड/SECTION –5

संविदा की विशेष शर्तें/SPECIAL CONDITIONS OF CONTRACT

5.1 सामान्य/General

The Employer shall test and examine any material to be used and/or workmanship employed in connection with the work. Employer shall also have full powers to delegate his authorities as stipulated in the conditions of contract, to his representative.

5.2 निरीक्षण/Inspection

5.2.1 सामग्री/कार्य की गुणवत्ता/Quality of material/work

5.2.1.1 The materials used for the work must be of best quality and fulfilling the specification said in the Contract.

5.2.1.2 The Employer or his representative's decision to the quality of such material and work will be final and binding on the Contractor. The Contractor shall remove rejected materials from the site of work at his own cost within the time specified by the Employer failing which the Employer or his representative will remove such material from the site of work and shall deduct the cost incurred for such removal from any money due to the Contractor.

5.2.2 निरीक्षण पंजी/Inspection Register

The Contractor shall maintain at the site of work an inspection Register, which must be produced by the Contractor or his agent whenever called upon to do so by the Employer or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Employer, the Employer shall have the right to get such work done by any other agency and to recover the cost thereof from the Contractor. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the Employer's office. The Contractor shall not make entry of any kind in this register.

5.3 अभिलेख और सामग्री उपयोग/Records and usage of Materials

The Contractor shall maintain a detailed record of all materials received at site or in his store or storage and working area in the vicinity of the site and shall make such records available to the Employer or his representative on demand.

5.4 पूर्ण होने का समय/Time of Completion

The entire scheme shall be executed, tested, commissioned, completed and handed over within a period of **90 days** from date of signing of the agreement.

5.5 कार्य अनुसूची/Work Schedule

5.5.1 The Contractor shall submit a time program to the Employer within 10 days from the signing of the agreement. The Contractor shall also submit a revised program whenever the previous program is inconsistent with actual progress or with the Contractor's obligations. Unless otherwise stated in the Contract, each program shall include-

- (i) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each major stage of the Works,
- (ii) The periods for reviews under "**Contractor's Documents**",
- (iii) The sequence and timing of inspections and tests specified in the Contract, and
- (iv) A supporting report which includes-
 - a) A general description of the methods which the Contractor intends to adopt for execution of each major stage of the Works, and
 - b) The approximate number of each class of Contractor's Personnel and of each type of Contractor's Equipment for each major stage.

5.5.2 Unless the Employer, within 7 days after receiving a program, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the program, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the program when planning their activities.

5.5.3 Contractor shall promptly give notice to the Employer of specific probable future events or circumstances that may adversely affect or delay the execution of the Works. In this event, or if the Employer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Employer in accordance with this sub-clause.

5.6 तंत्र स्वीकार्यता/System Acceptance

During the Integrated System Acceptance Test the complete functionalities of the system shall be evaluated.

5.6.1 गारंटी/वारंटी/Guaranty/warranty:

The bidder shall provide warranty of 2 years from the date of completion of Work/acceptance. During warranty period, the bidder shall attend all technical problem arising in the works done through this tender.

5.7 अनुरक्षण दर्शन/Maintenance Philosophy

5.7.1 **अनुरक्षण और मरम्मत/Maintenance and Repair** - Maintenance support for all hardware products shall be required for warranty/guarantee period.

5.7.2 अनुरक्षण/Maintainability:

The bidder shall provide warranty of 2 years from the date of completion of Work/acceptance. During warranty period, the bidder shall attend all technical problem arising in the works done through this tender.

5.7.3 Supplier shall stock necessary spares for the system and associated equipment during the period of warranty. The maintenance shall cover the repair of the system supplied by the vendor. Maintenance shall include rectification of faults, routine periodic maintenance and any overhaul that may be required from time to time. Repair shall be in the form of in-situ repairs, emergency repairs, routine repairs and routine regular visits of engineers to sites. The maintenance shall cover all repairable and expendable items. The maintenance during the warranty shall be comprehensive. Supplier shall supply all essential parts supplied and installed by supplier, free of cost during the warranty period.

5.8 संविदा तैयार करना/Framing of Contract

This contract shall be framed and operated as an Indian Contract in all the respects

and in conformity with Indian laws. Law suits and others proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law of Goa, India.

5.9 कार्य भुगतान/Payment for Works

5.9.1 The Contract provides for payment of the Contract Price in Indian Rupees only as per schedule. GST as applicable, shall be paid extra as per actual on submission of proof of payment as mentioned in Clause 5.9.4 below. The bidders are required to explicitly quote for these components in their bid failing which their bid shall be liable to be rejected.

5.9.2 **It shall be noted that the price comparison of the bidders shall be made on the basic price only.**

5.9.3 Payment to the Contractor shall be made by **The Director of Lighthouses & Lightships, Goa**, as per details given below-

- a. The Contractor may submit a running account bill as per CPWD RA bill format through site-in -charge, for the work actually executed. He shall be paid the Running account bill as per actual measurement and BOQ , the final bill for the entire executed work in all respect shall be paid after satisfactory inspection of undersigned or his representative.
- b. Any request for Advance Payment shall not be entertained.
- c. Deductions towards TDS Income tax and GST shall be made at source under the laws in force.

5.9.4 The payment by the Employer towards GST wherever applicable shall be made extra as per actual. The contractor shall submit proof of payment of taxes. The amount for which the Bid is approved shall be inclusive of all expenses for the proper completion of the work and shall be inclusive of municipal taxes, local taxes, OCTROI, all royalties, patent rights, other incidental charges etc. The amount offered shall be final and no claim whatsoever on any account shall be entertained.

The Directorate is exempted from OCTROI. Necessary certificate wherever required shall be issued on request by Director of Lighthouses & Lightships, Goa.

5.9.5 The prices quoted by the Bidder and accepted by the Employer shall hold good till completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in the market rates.

5.9.6 Any notified change in the GST (both increase and decrease) from the base date shall be to the Employer's account. For such claims of variations, the Bidder shall produce the Government notification as documentary evidence. Price variation due to any other cause shall be on Bidder's account.

5.9.7 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.

5.9.8 It will be the responsibility of the Successful Bidder to obtain import license / custom clearance at his cost, wherever required, on behalf of the Employer. The Employer shall only provide assistance and undertaking wherever required as per the law of the land.

- 5.9.9 The contractor shall pay Income Tax on all payments made to him under the contract. The Income Tax and Surcharge shall be recovered from the contractor from his bills at the appropriate rate as per the relevant provision of prevalent Income Tax Act.
- 5.9.10 The Employer shall not make any direct payment to sub-contractors or to any other contractor's agent.
- 5.9.11 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.
- 5.9.12 Authorized variations shall not vitiate the contract but additions and omissions shall be measured up and dealt with in accordance with the Contract agreement.
- 5.9.13 Rates for extra or reduced items shall be worked out as per relevant conditions of the contract.
- 5.9.14 Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the work in all the respect within the time specified in the Bid Document.

5.10 भराई और ढुलाई आवश्यकता/Packing and Transportation Requirements

- 5.10.1 The responsibility shall lie with the Contractor to ensure that equipment/spare parts/components/materials brought to sites are strictly in conformity to specifications. There shall not be any shortage or excess in items supplied with reference to Bill of Quantities (B.O.Q.) of agreement.
- 5.10.2 The Contractor shall include and provide for securely protecting and packing the equipment and machinery so as to avoid damage or deterioration under rough handling and exposure to extreme temperatures, salt, water, precipitation during transit or storage.
- 5.10.3 The contractor shall take entire responsibility for the packing to ensure that equipment and machinery are brought and installed at site free from any damage.

5.11 सुरक्षा आवश्यकता/Security Arrangements

The security for storage of materials under controlled condition shall be contractor's responsibility and the Employer shall not be responsible for any loss of the material.

5.12 दुर्घटना/Accidents

The contractor shall within twenty four (24) hours of the occurrence of any accident involving serious injury or death of his employee at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The contractor shall also report such accidents to the concerned notified authorities.

5.13 विदेशियों को रोज़गार/Employment of Foreigners

- 5.13.1 If any foreigner is employed by the contractor to work on the sites under this contract, the contractor shall ensure that such a foreigner possesses the necessary special permission issued by the Civil Authorities in writing and also comply with the

instructions issued therefore, from time to time. In the event of any lapse in this regard on the part of such foreigner, the Contractor shall be solely held responsible for the lapse and the Employer shall not be liable in any event.

5.13.2 For the purpose of necessary clearance for foreign personnel brought in by the contractor, in connection with this contract, he shall furnish the following specific information and also comply with instructions issued from time to time.

- (i) The number of foreign personnel required.
- (ii) The period for which each such personnel is required
- (iii) The nature of work that would be required to be done by them, and
- (iv) The qualifications and experience of the personnel proposed to be engaged.

If there is any lapse in this regard, the Contractor shall be personally responsible for the lapse and the Employer shall not be held accountable.

5.14 उचित मज़दूरी/Fair Wages

5.14.1 The contractor shall pay the labourers engaged by him on the work, not less than fair wages, which expression shall mean whether for time, or place of work, the respective rates of wages as fixed by the Central Government/State Govt. /Local bodies as fair wages for concerned areas payable to the different categories of labourers as set out in the schedule.

5.14.2 The Contractor shall, notwithstanding the provisions of any contract to the contrary, ensure that fair wages are paid to labourers directly engaged on the works, including any labour engaged by the Sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

5.14.3 The contractor shall comply fully with the provisions of the payment of **THE CODE ON WAGES, 2019** as amended. However, all the consequential payment shall be made by the contractor.

5.15 पुर्जे और उन्नयन/Spares and Upgradation

5.15.1 The contractor shall guarantee the availability of all necessary spares for a minimum period of 2 years from the date of acceptance of the system at site. This shall include spares, from third party hardware also.

5.16 परिवर्तन/Variations

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 (to be valued as per clause 4.4). 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.

5.17 नियोक्ता का अधिकार/Right of the Employer

- 5.17.1 The Bid documents issued to the intending Bidders, Bid terms arrived at during process of clarifications together with the letter of acceptance thereof, shall constitute a binding contract between the successful Bidder and the Employer, and shall form the foundation of the rights and obligation on both the parties. If there are varying or conflicting provisions made in any document forming part of the contract, the Employer shall be the deciding authority with regard to the intention/interpretation of the document and his decision shall be binding without any reservations. The right to carry out the work either in conformity with or in a manner entirely different from the terms of this Bid document that may be most suitable before or subsequent to the receipt of Bids due to exigencies of work, is reserved with the Employer.
- 5.17.2 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 work comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 5.17.3 The Employer shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Employer shall not be precluded or stopped from recovering from the contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.
- 5.17.4 Neither the acceptance by the Employer nor any payment for acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Employer shall operate as a waiver of any portion of the contract or any power herein reserved or of any risk of damage. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

5.18 विनिर्देश/Specifications

The detailed description of work and materials given in Section-6 of Bid documents are not necessarily repeated in the bill of quantities/schedule of work. The Contractor shall adhere to detailed descriptions of work and material given in Section-6 of bid document.

5.19 ठेकेदार का कर्तव्य/Contractor's Obligation

The execution of any item 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.

5.20 देश के कानून का ज्ञान/Knowledge of the Laws of the Land

The Contractor shall keep himself fully informed of all acts and laws of the Union of India State of Tamil Nadu, all local bye laws, ordinances, rules, regulations and all orders and decree of bodies or, tribunals having any jurisdiction or authority which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the Employer against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree.



निदेशक (प्रभारी)/Director-in-Charge

खण्ड/SECTION-6

काम का दायरा और तकनीकी विनिर्देश/SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Subject: Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.

- 6.1 All the fittings and accessories that might not have been mentioned specifically in the specification/BOQ but are necessary for equipment's of the Plant, shall be deemed to be included in the specification and shall be supplied and furnished by the Contractor without any extra charge.
- 6.2 It shall be responsibility of the Bidder to ensure that all the works as per scope of the specification are completed for safe and efficient working of the system.
- 6.3 Bidder are advised to survey the site to study the actual location of work and approach to site, expected cost of transportation to supply material and depute the technical team etc.
- 6.4 The work shall be carried out to the entire satisfaction of the undersigned or department representative.
- 6.5 Satisfactory Reports of High Voltage Resistance test of UG cable need to produce before supply of UG cable.
- 6.6 Conductor material standard of cable to be as per IS:8130:2013 latest.
- 6.7 The requirements for Cables and trench shown in the BoQ are indicative only. The measurement of the same shall be taken as per actual at the site.
- 6.8 All works must be carried out as per concern State Electricity Board specifications and standards. Wherever State Electricity Board specifications are not available, the works must be carried out as per CPWD GENERAL SPECIFICATIONS FOR ELECTRICAL WORKS 2013 PART-I
- 6.9 The work must be guaranteed for a period of 2 years for its satisfactory performance from the date of completion and all defects cropping up within this period must be rectified at contractor's cost immediately.


निदेशक (प्रभारी)/Director-in-Charge

भारत सरकार/Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय /Ministry of Ports, Shipping and Waterways
दीपस्तंभ और दीपपोत निदेशालय/Directorate of Lighthouses and Lightships
दीप भवन, जी एम सी स्टेडियम के पास, बम्बोलिम, गोवा - 403202
Deep Bhavan, Near GMC Stadium, Bambolim, Goa – 403202

खण्ड/SECTION -7

तकनीकी बोली का मूल्यांकन मापदंड/EVALUATION CRITERIA OF TECHNICAL BID

7.1 सामान्य/General

- 7.1.1 The Technical Bids shall be evaluated by a Committee. **It is mandatory on the part of the bidder to score a minimum of 70% to qualify for the opening of commercial bid.**
- 7.1.2 The commercial bids of only those bidders shall be opened whose bid is technically qualified. Once technically qualified, the bidders will be informed about opening of the commercial bids.
- 7.1.3 The technically qualified bidder who has quoted the lowest rates shall be declared successful bidder.

7.2 तकनीकीमूल्यांकन/Technical Evaluation

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

| S. No. | Attributes | Max Marks |
|----------|---|------------|
| 1 | Statutory Requirements | 35 |
| i) | Self-attested copy of valid relevant License for undertaking Solar/Electrical Works. | 15 |
| ii) | Self-attested copy of GST Registration | 2 |
| iii) | Self attested copy of PAN card | 2 |
| iv) | Tender Acceptance Letter (form 9.3) | 5 |
| v) | Proforma For Non Blacklist Affidavit (Form 9.5) | 3 |
| vi) | Earnest Money Deposit or Bid Securing Declaration (Form 9.6) for MSME bidders in eligible category | 5 |
| vii) | Pro forma for Undertaking (Form 9.4) | 3 |
| 2 | Financial Standing of the Firm | 20 |
| i) | Proof of average annual Turnover for last 3 financial years (Min 2.07 lacs) i) 60% marks for minimum eligibility criteria. ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) on pro-rata basis. | 10 |
| ii) | Income tax return for last three years | 10 |
| 3 | Experience in similar class of work: One similar work not < ₹ 2,14,720/- or two similar works each not < ₹ 1,61,040/- or three similar works each not < ₹ 1,07,360/- during last seven years ending last day of previous month. i) 60% marks for minimum eligibility criteria. ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) on pro-rata basis | 20 |
| 4 | Performances of works : i) Very Good : 20 ii) Good : 15 iii) Fair/Satisfactory : 10 iv) Poor : 0 | 20 |
| 5 | List of make and model of proposed cable which will to be supplied. | 5 |
| | Total | 100 |

निदेशक (प्रभारी)/Director-in-Charge

भारत सरकार/Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय /Ministry of Ports, Shipping and Waterways
दीपस्तंभ और दीपपोत निदेशालय/Directorate of Lighthouses and Lightships
दीप भवन, जी एम सी स्टेडियम के पास, बम्बोलिम, गोवा - 403202
Deep Bhavan, Near GMC Stadium, Bambolim, Goa – 403202

BILL OF QUANTITY

Name of Work: Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.

| Sl. No. | Description of the items | Qty | Unit | Base Rate for each items (in Rupees) | Taxes (in Rupees) | Amount (in Rupees) |
|--------------|---|-----|------|--------------------------------------|-------------------|--------------------|
| 1. | Supply of 3Core x 6 sqmm Copper Armoured LT XLPE power Cable. | 220 | Mtr | | | |
| 2. | Laying of one number PVC insulated and PVC sheathed/XLPE Power Cable grade of 1.1KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required: 65sqmm x 3core Armoured XLPE Power Cable for water pump. | 200 | Mtr | | | |
| 3. | Transportation (road and Boat) & Labour Charges, clamps, SS cable tie, screw etc. | 1 | LS | | | |
| Total | | | | | | |


निदेशक (प्रभारी)/Director-in-Charge

भारत सरकार/Government of India
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय /Ministry of Ports, Shipping and Waterways
दीपस्तंभ और दीपपोत निदेशालय/Directorate of Lighthouses and Lightships
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Deep Bhavan, Near GMC Stadium, Bambolim, Goa – 403202

खण्ड/Section – 9

मिस्कलनोस एनेक्सीक्स/MISCELANEOUS ANNEXURES

- | | |
|-----------------|---|
| Form 9.1 | Pro forma of Bank Guarantee for Contract Performance |
| Form 9.2 | Pro forma for Submission of EMD |
| Form 9.3 | Pro forma for Tender Acceptance Letter |
| Form 9.4 | Pro forma for Undertaking |
| Form 9.5 | Pro forma for Non Blacklist Affidavit |
| Form 9.6 | Pro forma for Bid Security Declaration |

प्रपत्र/Form 9.1
PRO FORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(On a non-judicial stamp paper of ₹ 100/-)

Bank Guarantee No
Ref.....

Date.....

To
The President of India
Acting through the Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Near GMC Stadium,
Bambolim, Goa 403 202.

Dear Sirs,

In consideration of the President of India through the Director, Directorate of Lighthouses & Lightships, Goa (hereinafter referred to as "DLL" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its reregistered/ Head Office at..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract namely **Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthosue.** The bidder shall be required to give satisfactory assurance of his ability and intention to deliver the goods and services, pursuant to the Contract, within the time set forth therein by issue of the DLL's letter no Dated..... entering into a formal contract to that effect with the DLL on vide agreement dated(referred to as the Contract) and the Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire contract for ` equivalent to 3% of the said value of the contract to the DLL.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the DLL, on mere demand any and all moneys payable by the Contractor to the extent of ₹ _____* as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the DLL on the Bank shall be conclusive and binding notwithstanding any difference between the DLL and the Contactor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the DLL and further agrees that the guarantee herein contained shall continue to be enforceable till the DLL discharges this guarantee.

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

The bank also agrees that the DLL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the DLL may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or the invalidity, irregularity or unenforceability of the contractor in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

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

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

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

Dated this _____ day of _____ 2024 at -----

WITNESS

(signature) _____ (signature) _____

Name _____ (Bank's rubber stamp) _____

(Official address) _____ Name _____

_____ Designation with Bank stamp

Attorney as per power of
Attorney _____

NOTE:

1. Strike out whichever is not applicable:

*This sum shall be three percent (05%) of the contract Price.

**The date will be Ninety (90) days after the end of the guarantee/warranty period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

PRO FORMA FOR SUBMISSION OF EMD
(To be given on Company Letter Head)

Ref.....

Date.....

From:-

To,
The President of India,
Through the Director,
Directorate of Lighthouses and Lightships,
Deep Bhavan, Near GMC Stadium,
Bambolim, Goa 403 202.

Sub:- Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.

Sir,

I/We do hereby offer to carry out and complete the subject work as per schedule of works, general conditions of contract stipulated by you and such other details as may be supplied from time to time during the execution of the subject work by the Director, Directorate of Lighthouses & Lightships, Goa or his representative at the rates quoted by me/us for the above work.

2. I/We further undertake to complete the work within _____ from the date of written order to commence the work.

3. A Demand Draft No..... dated..... for an amount of ₹ drawn in favour of the Director, Directorate of Lighthouses & Lightships, Goa or FDR No..... dated Pledged to DLL is enclosed towards Earnest Money Deposit.

4. Should I/We fail to execute the work as specified and in accordance with the terms of contract the full value of the E.M.D. shall stand forfeited to you without prejudice to any other rights and redressals.

Yours faithfully

Bidder

निविदास्वीकृतिपत्र/**TENDER ACCEPTANCE LETTER**
(To be given on Company Letter Head)

Date:

To,

The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Near GMC Stadium,
Bambolim, Goa 403 202

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

Name of Tender / Work: Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.

Dear Sir,

- I. We have downloaded / obtained the tender document(s) for the above mentioned „Tender/work” From the web site(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 and conditions of the tender documents from **Page No. 1 to 36** (including all documents like annexure(s), schedule(s), etc.), which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document/ corrigendum(s) in its totality / entirety.
5. I / We hereby undertake that, the prize bid will not contain any condition.
6. 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 earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

PRO FORMA FOR UNDERTAKING
(To be given on Company Letter Head)

I.....son of Shri./Smt.authorised
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) The design, the Contractor's Documents, the execution of works will be in accordance with the laws of the land.

(Seal of the Company)

Date.....
bidder.....

Name and Signature of the signatory
or his Authorised signatory

PRO FORMA FOR NON BLACKLIST AFFIDAVIT

(Affidavit on a Non Judicial Stamp Paper of ₹ 100/- Duly Notarized or on company letter head)

I, _____ sole proprietor/partner/authorized signatory of M/s. _____ sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered office at..... (Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____ /

Or

That ours is partnership firm having partners as under :-

Full Name of partners.

(a)

(b)

(c)

(d)

Or

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act, 1956/Companies Act, 2013. **(Delete which is not applicable while typing affidavit)**

If proprietorship a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

2. That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/ delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/ Govt. dept. from participating in the tender as on date.

3. That I hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of any other essential commodity during last five years.

4. That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the Directorate General of Lighthouses and Lightships (DGLL). Besides, DGLL shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.

5. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

BID SECURITY DECLARATION

To,

The Director,
Directorate of Lighthouses and Lightships,
Near GMC Stadium,
Bambolim, North Goa-403202.

Sir,

Sub.: Submission of EMD/Bid Security Declaration – Reg.

Ref.: No.: _____, dated _____

Name of work: Procurement of 3 core x 6 sqmm Copper Armoured Cable for water pump at Oyster Rock Lighthouse.

I/We declare that:

1. I/We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/We have opted for submitting this Bid Security Declaration.
2. I/We declare that I/We not withdraw our bid during the Bid validity period or make any modifications to my/our bid.
3. I/We understand that if I/We withdraw my/our bid or modify the bid, I/We be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteem institute for a period of two year from date of occurring of such breach.
4. I/We understand that if I/We fail to furnish the Performance Guarantee before the deadline specified in the LOA/LOI, my /our bid will be automatically cancelled and I/We will also be debarred from competing for bids in your esteemed institute for a period of two year from the date of occurring of such breach.
5. I/We further understand that if I/We fail to sign the contract in case the work is awarded to me /us or fail to furnish the Performance Guarantee, my/our bid will be automatically cancelled and I/We will also be debarred from competing for bids in your esteemed institute for a period of two year from the date of occurring of such breach.
6. I/We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expire of bid validity period.
7. I/We declare that I am/ we are authorized to sign this declaration.

Duly signed this declaration on this day.....2024 in the presence of following witness.

In the presence of:

Name of witness:
Signature :
Postal Address :

In the presence of:

Name of witness :
Signature :
Postal Address :

Signature of the Bidder