

Government of India
Ministry of Ports, Shipping and Waterways
Directorate of Lighthouses and Lightships
Deep Bhavan
D-372/2, Taratala Road
Kolkata;-700 088
E-mail- dte-kol@gov.in



NIQ DOCUMENT

Name of work: Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.

Government of India
Ministry of Ports, Shipping and Waterways
Directorate of Lighthouses and Lightships
D-372/2, Taratala Road
Kolkata;-700 088

E-mail- dte-kol@gov.in

Phone: 033-2401 3978; Fax: 033- 2401 6757

Name of work: Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.

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MS-Kol-08007(01)/1/2019-Civil

Date: - 03.10.2024

SECTION-1

NOTICE INVITING QUOTATION

For and on behalf of President of India, the Director of Lighthouses and Lightships, Kolkata invites **off line sealed quotation** from eligible bidders for **“Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.”** “The sealed quotations along with original EMD clearly super scribing on the envelope, **“Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.”** Shall reach to the Director, Directorate of Lighthouses and Lightships, D-372/2, Taratala Road, Kolkata-700088 on or before **06.10.2024 up to 1500 Hrs.** Quotations received after due date shall be summarily rejected.

Interested Bidders may download the detailed Tender Document either from website Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/appor> departmental web site: www.dgll.nic.in

S No	Details	Description
1	Name of work	Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.
2	Estimated Cost (inclusive GST)	Rs.5,05,691/- (Five Lakh Five Thousand Six Hundred And Ninety One only)
3	Address and Location site	Station In-charge Chandrabhaga Lighthouse, Dist- Puri, State- Odisha, PIN – 752111.
4.	Earnest Money deposit	Rs.10,200/- (in the form of DD/ FDR of any Nationalized bank)
5	Period download of tender form	03.10.2024 to 07.10.2024 up to 1500 Hrs.
6	Last date of submission of tender form	07.10.2024 up to 1500 hrs.
7	Date of opening of tender	07.10.2024 at 1600 hrs.
8	Eligibility criteria for participation in bid process	i) Copy of GST Registration certificate. ii) Copy of PAN Card. iii) Experience certificate in any Civil works at Central Govt. /State Govt. /PSU /Autonomous body. iv) Annexure-I

Note:

1. Original EMD in the form of DD/FDR from any Nationalized/ RBI approved Bank, in favour of **“The Director of Lighthouses and Lightships”**, payable at Kolkata, should be submitted to the Tender Inviting Authority **on or before opening date and time of tender as mentioned in the NIT**. The Director shall not responsible for any delay or loss due to Postal/Courier Services.
2. The details of work, available in the tender document, can be downloaded from website Central Public Procurement (CPP) Portal, <https://eprocure.gov.in/epublish/> app and the bid is to be submitted off line on or before the last date and time as mentioned in the NIT **to this office through sealed envelope. The bidder has to forward the scanned copy of all the documents which are required and mentioned in the NIQ for Evaluation of the bid along with the filled in BOQ.**
3. Undersigned reserves the right to accept any tender or reject all the tenders without assigning any reason what so ever. The date of tender opening shall be deemed to be extended to next working day in case of any unforeseen event like Strike, Bandh or any natural calamities.

DIRECTOR

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SECTION -2

2.1 Eligibility of the Bidders (Mandatory Requirements):

2.1.1 The bidding company /individual should have a valid PAN and GST Registration. (Copy to be enclosed).

2.1.2 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 80% of the estimated value or two similar works each amounting to not less than 50% of the estimated value or three similar works each amounting to not less than 40% of the estimated value during last seven years ending **last day of month previous to the one in which applications are invited. Similar work means “Experience in any civil works at Central Govt. /State Govt. /PSU / Autonomous body.”**

2.1.3 TENDER ACCEPTANCE LETTER.

2.1.4 Undertaking on letterhead.

2.2. Terms and Conditions and General Information:

2.2.1. The firms/dealers may inspect the site and satisfy themselves before quoting the rates. The inspection of the sites can be done with prior appointment only.

2.2.2 **The bid should be submitted offline (Sealed envelope) as per the format given in the Tender document (Section-5) along with the mandatory document mentioned in Section-2.1 within the stipulated date and time mentioned in the NIQ. Bids received after the due date shall be summarily rejected, and same shall be returned back in original to the bidder. .**

2.2.3 The sealed quotation along with original EMD in the form of DD/FDR from any Nationalized/ RBI approved Bank, in favour of” **Director of Lighthouses and Lightships, Kolkata**”, payable at Kolkata should be submitted to the Tender Inviting Authority on or before the NIQ submission due date as mentioned in NIT. Director shall not responsible for any delay or loss due to postal/Courier Services.

2.2.4 The bids without EMD shall not be considered. The EMD shall bear no interest. The EMD of unsuccessful bidders will be returned back within one month from the finalization of the NIQ.

Director
For and on behalf of the President of India

SECTION –3

General Terms and Condition

GENERAL CONDITIONS OF CONTRACT

3.1. General

- i. DLL shall mean the Director of Lighthouses and Lightships, Kolkata having its office at Deep Bhavan, D-372/2 Taratala Road, Kolkata-700088, West Bengal and shall include his legal representatives and successors and permitted assigns.
- ii. Accepting authority shall be DLL or his authorized representative.
- iii. The contract sum shall mean the sum for which the bid is accepted.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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, mis-happening 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.
- viii. The rates shall remain valid for a period of 180 days in all the respect from the date of opening the bid.
- ix. It will be absolutely necessary on the part of the bidder to sign the tender documents for all its parts.
- x. No interest shall be payable to the contractor against the earnest money /security deposit/performance bank guarantee or any money recovered from the contractor.
- xi. The bidder whose bid has been accepted shall be notified of the award of work prior to expiry of the bid validity period by e mail confirmed by registry letter or by online award of contract letter.
- xii. Within 2 days of the issue of the Letter of Intent by the DLL, the contractor shall furnish a contract performance bank guarantee, 5% of the quoted value for making work order. Failure of the contractor to furnish the required bank guarantee by due date shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD.
- xiii. **Performance bank guarantee in the form of FDR/Bank Guarantee, shall be in the name of the Director, Directorate of Lighthouses and Lightships; Kolkata It will be equivalent to 5% of the contract value and shall remain valid for 06 months from the date of completion of the work. The same shall be released only after completion of warranty period i.e. 06 months from date of completion.**

- xiv. The prices quoted shall be for destinations and no other expenses shall be borne by the DLL other than what is quoted in the bid.
- xv. The cost associated with the preparation and submission of bid shall be borne by the bidder and the DLL shall in no case be responsible or liable for such costs.
- xvi. The bid submitted by the bidder and any other correspondence shall be in English language. Any document enclosed with the bid that is not in English shall be accompanied by the certified English translation.
- xvii. The bidder shall furnish complete details regarding the similar work carried out/in hand by the bidder. Such list along with the addresses shall be submitted with the bid.
- 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.
- xxi. If the lowest bid (L1 with same amount) submitted by more than one bidder, then the bidder having experience of highest value work done shall be declared as L1 bidder.
- xxii. The EMD of unsuccessful bidders shall be returned back within one month from the finalization of NIQ.
- xxiii. The EMD of the successful bidder shall be released after submission of 5% Performance Bank Guarantee.
- xxiv. All the future correspondences in this connection shall be addressed to:

**The Director,
Directorate of Lighthouses and Lightships,
Deep Bhavan, D-372/2 Taratala Road,
Kolkata-700088,
West-Bengal
E-mail: dte-kol@gov.in
Phone: 03324013978/4744, Fax: 03324016757**

3.2. Material and workmanship:

Material and workmanship required for the execution of the contract is 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.

3.3 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)'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. Contractor(s) shall be entitled to such payment therefore as may be considered reasonable by the DLL. If there is breach of contract or non-performance of the contractor, contract shall be terminated and contractor shall be black listed for 5 years.

3.4 Subletting

The contract shall not be assigned or sublet without the written approval of the Director, Directorate of Lighthouses and Lightships Kolkata.

3.5. Insolvency and breach of contract

The Director, Directorate of Lighthouses and Lightships, Kolkata 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.

3.6. 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.

3.7 Extra Work

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

3.8 Time of Completion

3.8.1 Work shall be completed within a period of 07 days from date of award of work. Any extension if needed should be communicated to the Director in written only.

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

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

3.9 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 work order, 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.

3.10 Termination

- i. In the event of the Contractor going into liquidation or winding up his business or making arrangement with his creditors, this work order 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 w.
- ii. In the event of any breach of terms and conditions of this work order or unsatisfactory performance of the contractor, the DLL shall have the right to terminate the work order forthwith by giving 30 days of notice. The decision of the DLL under this clause shall be final. The performance guarantee submitted by the firm shall also be forfeited on failure of execution of work as per term and conditions of the tender document and the contractor shall be black listed for 5 years.

3.11 Arbitration:

In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matter 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 the dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

3.12 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.

3.13 Penalty Clause

- i. Throughout the stipulated period of contract the work shall be preceded with all due diligence and time is the essence of contract. The contractor shall pay a sum equal to 0.5% of the cost of the work for each week 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 10% 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 and Lightships, Kolkata or his authorized representative.

3.14 Work order

Work order shall be placed to the L-1 bidder on submission of PBG.

3.14.1 The documents forming the contract shall include the contract requirement, bid document, Price bid and corrigendum/addendum if issued any.

3.15 Contractor's Obligation

3.15.1 Those Bidders whose near relatives are posted as accountant or as a Gazette 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 gazette officer in the Directorate of Lighthouses & Lightships, Kolkata or in the Ministry of Shipping. 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

3.15.2 No Gazette Officer of Government of India is allowed to work as a contractor, without prior permission of the Govt. of India in writing to the competent authority 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.

3.16 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.

निदेशक /DIRECTOR

D-372/2, Taratala Road
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SECTION-4

Name of Service/Works: “Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.”

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

4.1. Construction of CC approach road for Lighthouse gate to main gate at Chandrabhaga Lighthouse, Odisha.”

4.2. The firms/agency may inspect the site and satisfy themselves before quoting the rates. The inspection of the sites can be done with prior appointment only.

Director

For and on behalf of the President of India

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SECTION –5

PRICE BID (PERCENTAGE TENDER)

Name of Service/Works: “Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.”

SL No	Description if Item	Qty.	Units	Amount (INCLUDING GST AND COST INDEX) in Rs.	Total
1.	Earth work excavation in trenches for foundation not exceeding 1.5m width and for shaft wall cross splits and not exceeding 10 sq.m on plan including dressing of sides and ramming of bottoms lift upto 1.5m including getting out the excavated earth soil and disposal of surplus excavated earth soil as directed within a lead of 1 kilometre, including filling the sides of trenches after foundation work with surplus earth, supply of all labours, tools & plants and all other charges etc. complete.	36.00	CUM	189.34	6816.21
2.	Providing and laying cement concrete 1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size) including mixing, placing, consolidation, curing etc., including cost of supply of all labours, materials, tools and plants and all other charges etc complete.	24.00	CUM	7657.57	183781.74
3.	Providing and laying cement concrete 1:2:4(1 cement 2 sand 4 stone aggregate 20mm nominal size of approved first quality) for Cement concrete Road & Pathway in panels, thickness of 150mm including mixing, ramming, curing, vibreting etc, form work, Including cost of supply of all materials, labours, tools & plants and all other charges etc. complete.	36.00	CUM	8404.00	302543.85
4.	Providing of Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete, Suspended floors, roofs, landings, balconies and access platform, Columns, Pillars, Piers, Abutments, Posts and Struts and Stairs, including cost of all labour, materials, tools & plants ,safety measures and all other charges etc., complete.	30.00	SQM	418.31	12549.19
		TOTAL AMOUNT			5,05,691.00
	AGENCY QUOTED RATE	+/- ()%			
	RUPEES IN WORDS	NET AMOUNT			

- i. **Note: L1 (lowest bidder) shall be decided based on the Total Basic amount. If the lowest bid (L1 with same amount) submitted by more than one bidder, then the bidder having experience of highest value work done shall be declared as L1 bidder.**

Signature of the Bidder with seal.

Director

For and on behalf of the President of India

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Ministry of Ports, Shipping and Waterways
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SECTION –6

Miscellaneous Proforma

Proforma for TENDER ACCEPTANCE LETTER - Annexure -I

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

Date:

To,

The Director,
Directorate of Lighthouses and Lightships,
Deep Bhavan, D-372/2, Taratalla Road,
Kolkata-700088.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

NAME OF WORK:- “Providing and laying CC road from Lighthouse entrance gate to main road (Highway) at Chandrabhaga Lighthouse, Odisha.”

Dear Sir,

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).

I / We hereby certify that I / we have read the complete tender document [including all annexure(s), appendices, Form(s) schedule(s), drawings etc.], which shall form part of the work order and I / we shall abide hereby by the terms & conditions contained therein.

The corrigendum(s)/addendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document/ corrigendum(s) in its totality / entirety.

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

Yours Faithfully,

(Signature of the Bidder with Official Seal)