

भारत सरकार / GOVT. OF INDIA

पत्तन, पोत परिवहन और जलमार्ग मंत्रालय

MINISTRY OF PORTS, SHIPPING AND WATERWAYS

दीपस्तंभ और दीपपोत निदेशालय

DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

“दीपभवन”, गांधीनगर, कड़वंत्रा डाक

DEEP BHAVAN, GANDHINAGAR, KADAVANTHRA P.O.

कोचीन/COCHIN – 682 020



ई –निविदा दस्तावेज़ / e - TENDER DOCUMENT

कार्य का नाम: मिनीकॉय (दक्षिण) दीपस्तंभ में पर्यटन को बढ़ावा देने के लिए विकास कार्य

Name of Work: Development works for Promotion of Tourism at Minicoy
(South) Lighthouse.

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SECTION- I - NOTICE INVITING e- TENDER

Date: 22.03.2023

For and on behalf of the President of India, the Director of Lighthouses and Lightships, Deep Bhavan, Gandhinagar, Kadavanthra P.O., Cochin invites online bids under two cover system (Part I-Technical Bid, Part II Commercial Bid) from bonafide & reputed contractors/ agencies/ firms registered in appropriate category and class with CPWD/ PWD/ Railway/ MES/ BSNL or and any other Central/ State Government/ Public sector organizations etc. for the work as mentioned below:

Sl No	Details	Description
1	Name of work	Development works for Promotion of Tourism at Minicoy (South) Lighthouse
2	Location	Minicoy Island, UT of Lakshadweep
3	Estimated Cost of Work	₹177.75 Lakhs
4	Period of completion of work	10 Months (Excluding monsoon)
5	Earnest Money Deposit	₹3,56,000/-
6	Tender fee	₹1,000/-
7	Bid Document Download & Bid Submission Period	24.03.2023 (1000 Hrs) to 13.04.2023 (1500 Hrs)
8	Bid related query Submission last date & time	05.04.2023 up to 1500 Hrs.
9	Pre Bid Meeting	06.04.2023 at 1500 Hrs.
10	Last date of submission of EMD & Tender Fee (in original)	12.04.2023 up to 1500 Hrs.
11	Date of Opening of Technical Bids	14.04.2023 at 1500 Hrs
12	Bid validity	90 days from date of opening of technical bid.

13	Eligibility criteria	1) The contractors/ firms shall have valid registration in appropriate category and class with CPWD/ State PWD/ Railways/ MES/ BSNL etc or with any other State/ Central Government/ Public Sector Undertaking/ Autonomous bodies. OR In case of contractors from Lakshadweep Group of Islands they shall have work experience with any Government department during last 07 years in Island works.
		2) Proof of satisfactory completion of similar works during last 7 (seven) years ending on the last day of the month previous to the one in which, the tenders are invited, shall have any of the following. (a) Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost; or (b) Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or (c) One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost
		3) Permanent Account Number and GST registration
		4) Key personnel available technical personnel for supervision and execution of the work with their qualification and experience.
		5) Copy of tender acceptance letter as per Annexure III.
		6) An undertaking that bid is unconditional as per Annexure IV.
		7) Bid Securing Declaration as per Annexure V.
		8) List of Gazetted & Non gazetted employee (who are their relative) and serving in Ministry of Shipping or Directorate General of Lighthouses & Lightships anywhere in India as per Annexure VI.
		9) An affidavit that bidder is not blacklisted, on Non Judicial Stamp paper of Rs. 100/- as per Annexure VII.
		10) Documentary evidence of annual turnover of last three years

TERMS AND CONDITIONS

1. Tender Fee amounting to ₹1,000/- shall be submitted in the form of Demand Draft issued from any Scheduled Bank in favour of “Director of Lighthouses and Lightships – Cochin” payable at Ernakulam.

2. Earnest Money Deposit amounting to ₹356,000/- shall be submitted in the form of Demand Draft/ Fixed Deposit receipt (FDR) issued from any Scheduled Bank in favour of “Director of Lighthouses and Lightships – Cochin” payable at Ernakulam.
3. **The originals of Tender Fee and EMD (or MSME Certificate) along with all technical documents shall be submitted to this office by Registered/ Speed Post or by personally on or before the schedule date & time for submission date** otherwise the uploaded bid shall be deemed to be rejected/ disqualified. Any postal delay will not be entertained.
4. The details of work are available in the tender document which can be downloaded from website Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> and the bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to last date and time of submission of tender. Sale of physical tender document is not applicable.
5. Bidding is open to all eligible Bidders meeting the eligibility criteria as defined in clause 3.1. Bidders are requested to note and satisfy themselves that they fulfill eligibility criteria.
6. The date of technical bid opening is subject to the availability of internet. Hence, the technical bid opening date is at the jurisdiction of the director.
7. Technical evaluation shall be carried out by a Committee. On completion of technical evaluation only, the Commercial Bids of the technically qualified bidders shall be opened by the Committee. The decision of the Director, Directorate of Lighthouses & Lightships, Cochin in deciding the successful bidder shall be final and binding on the bidders.
8. The Bidder shall carefully read Eligibility Criteria & instructions to Bidders, Technical requirement & Scope of work, General& Special conditions of contract, and all other documents in connection with the Bid. The Bidder shall quote his rates, keeping all above points in mind.
9. The Director, Directorate of Lighthouses & Lightships, Cochin reserves to himself the right of accepting the bid or rejecting all bids, bidder shall be bound to perform the same at the quoted rates.
10. The Director, Directorate of Lighthouses & Lightships, Cochin reserves the right to himself for accepting or rejecting the bid. Bidder shall be bound to perform the same at the quoted rates.
11. Canvassing whether directly or indirectly, in connection with Bid is strictly prohibited. The Bids submitted by the Bidders, who resort to canvassing, shall be summarily rejected.
12. Those Bidders whose near relatives are posted as accountant or as a gazetted Officer in any capacity in the Directorate General of Lighthouses & Lightships shall not be permitted to Bid. The prospective Bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him, who are near relative to any gazetted officer in the DGLL or in the Ministry of 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.
13. No Gazetted Officer of Government of India is allowed to work as a contractor without prior permission of the Govt. of India in writing for a period of two years after his retirement from government service. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Govt. of India as aforesaid, before submission of the Bid or engagement in the contractor’s service.

- 14.** In the event of any specified date, being or declared as a holiday by the Government of India, the specified activities shall take place on or up to the appointed time on the next working day.
- 15.** The Notice Inviting Bids, all types of corrigendum/addendum/terms and condition of tender etc. shall form the part of contract document.

Director
For and on behalf of the President of India

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SECTION- II - INSTRUCTIONS TO BIDDERS

For & on behalf of President of India, the Director, Directorate of Lighthouses & Lightships, Cochin, invites Online Bids under two cover system (Part I -Technical bid, Part II Commercial bid) from bonafide contractors registered in appropriate category and class with CPWD/ PWD/ Railway/ MES/ BSNL or any other Central or State Government or Public Sector Undertaking/ organization having experience and satisfactory execution and completion of Similar type of works.

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

This section of the bidding document provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Director, Directorate of Lighthouses & Lightships, Cochin. It also provides information on online bid submission, opening, evaluation and contract award. It is necessary for the bidders to go through the instructions contained in this section before submission of bid.

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

2.1 Registration:

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

2.2 Preparation of Bid

- i. For preparation of bid, Bidders shall search the tender from published tender list available on Directorate General of Lighthouses and Lightships (DGLL) website <http://www.dgll.gov.in> or

CPP portal site <https://eprocure.gov.in/eprocure/app> and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- ii. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Any clarifications, if required, may be obtained online through the tender site, or through the contact details given in the tender document.
- iv. Bidder should get ready in advance with the bid document to be submitted in PDF /xls /rar /zip / dwf/ jpg formats as indicated in the tender document/schedule. If there is more than one document, they can be clubbed together using zip format.
- v. Bidder can update well in advance, the documents such as experience certificates, annual report, PAN and other details etc., under "My Space" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of the bid.

2.3 Submission of Bid

- i. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- ii. Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/tender document. The originals of Tender Fee and EMD should be submitted to the Director, Directorate of Lighthouses & Lightships, Cochin on or before the last date & time of bid submission. Bidder shall send the EMD & Tender fee through post/Courier Service. The Director, Directorate of Lighthouses & Lightships, Cochin shall not be responsible for any delay or loss, due to postal/Courier Service. The details of the FDR/Bank Guarantee, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid shall liable be to be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- iv. Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the FDR/Bank Guarantee.
- v. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi. Bidders shall note that the very act of using DSC (Digital Signature Certificate) for downloading the tender document and uploading their offer is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vii. Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- viii. Utmost care shall be taken for uploading Schedule of work and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of work i.e. Section VII, in XLS format and save it without changing the name of the file. Bidder shall quote

their rates in figures in green background cells, thereafter save and upload the file. **If the BOQ/ Schedule of works file is found to be modified by the bidder, the bid will be rejected.**

- ix. Bidders shall submit their bid through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid closing date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- x. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidder shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- xi. Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xii. All the documents being submitted by the bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- xiii. The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened due to virus during tender opening, the bid is liable to be rejected.
- xiv. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xv. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xvi. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- xvii. Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. **The contact number for the help desk is 1800 3070 2232.**

2.4 Submission of Offer

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

Cover -1 (TECHNICAL BID)

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

- i. Scanned Copy of Tender Fee as per the Notice Inviting e-Tender (Section-I) of Tender document, issued from any Scheduled Bank in the form of Demand Draft in favour of the **“Director, Directorate of Lighthouses and Lightships, Cochin”** payable at **Ernakulam**.
- ii. Scanned Copy of Earnest Money Deposit as per the Notice Inviting e-Tender (Section-I) of Tender document, issued from any Scheduled Bank in the form of Demand Draft/ Fixed Deposit receipt (FDR) in favour of the **“Director, Directorate of Lighthouses and Lightships, Cochin”** payable at **Ernakulam**.

- iii. Scanned copies of proof for eligibility as per Para 3.1 Eligibility Criteria of Section III.
- iv. Scanned copy of tender acceptance letter as per Annexure III. If the Cover-1 i.e. technical bid does not contain any of the above mentioned documents or contains incomplete or unsuitable technical details, then the offer shall be deemed liable to rejection/ disqualification. The respective Cover– 2, i.e. Price Bid of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging of any price information in Cover-1 (Technical Bid) shall result in rejection of their bid.

Cover-2 (PRICE BID)

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

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

2.5 Submissions and Opening

- 2.5.1** The bid shall be submitted online at website <https://eprocure.gov.in/eprocure/app> only, by the due date & time as specified in the Notice inviting E tender. The Server Date & Time as appearing on the website <https://eprocure.gov.in/eprocure/app> shall only be considered for the cut- off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered.
- 2.5.2** The technical bids shall be opened as per the date & time as specified in the Notice inviting E tender on availability of internet facility. In case of date of opening is declared as holiday, tender will be opened on next working day at same time.
- 2.5.3** Only those bidders shall be considered qualified by the Director, Directorate of Lighthouses & Lightships, Cochin, who submits requisite Tender fee & EMD and documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the Director, Directorate of Lighthouses & Lightships, Cochin shall be final and binding in this regard.
- 2.5.4** The bidder shall bear all cost associated with the preparation and submission of this bid and the Director, Directorate of Lighthouses & Lightships, Cochin will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.
- 2.5.5** The prospective bidder requiring any clarification of the tender document may obtain the same online/ offline from Tender Inviting Authority, Director, Directorate of Lighthouses & Lightships, Deep Bhavan, Gandhinagar, Kadavanthra P.O., Cochin – 682 020 in person or otherwise in writing so as to reach the said office on or before schedule date & time specified in Notice Inviting e-Tender (Section-I).

2.6 Pre-Bid Meeting

A pre-bid meeting to provide clarifications before the last date for submission of bids shall be arranged at Directorate of Lighthouses & Lightships, Deep Bhavan, Gandhinagar, Kadavanthra P.O., Cochin – 682020 on the date & time specified in Notice Inviting e-Tender (Section-I). The bidders who may like to participate shall have to attend the meeting at their own expenses. After pre bid meeting no queries shall be entertained

2.7 Evaluation of Bids

- 2.7.1** The Director, Directorate of Lighthouses & Lightships, Cochin shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionality or reservations.
- 2.7.2** Price Bid/Schedule of Rates shall be evaluated based on the lowest cost.
- 2.7.3** If a bid is not substantially responsive, it will be rejected by the Directorate of Lighthouses & Lightships, Cochin and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 2.7.4** The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.
- 2.7.5** If the present performance of the bidder in a current contract for any major work is unsatisfactory as certified by the any authority of the relevant work, the offer of the bidder will be summarily rejected without assigning any reasons thereof.
- 2.7.6** The bidders shall quote the rates only for the items mentioned in the schedule of Rates in excel format provided along with this tender.
- 2.7.7** The rates shall be quoted in Indian Currency only and if quoted in any other currency, the offer is liable to be rejected.
- 2.7.8** Conditional offers are liable for rejection.
- 2.7.9** The Price bid(s) of the prospective bidder(s), who fulfills the techno-commercial requirement of the bid(s), shall be evaluated further.
- 2.7.10** Any effort by a bidder to influence the Directorate of Lighthouses & Lightships, Cochin in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

2.8 Notification of Award

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

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SECTION- III - ELIGIBILITY CRITERIA FOR BIDDING**3.1 Eligibility Criteria**

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

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

3.1.2.1 The contractor shall have valid registration in appropriate category & class with CPWD/ STATE PWD/ Railways/ MES/ BSNL or with any other Central/ State Government/ Public sector/ Undertaking/ Autonomous bodies etc.

Or

In case of contractors from Lakshadweep Group of Islands, they shall have work experience with any Govt. department during last 07 years in Island work.

3.1.2.2 Experience in similar class of completed works during last seven years ending **28.02.2023** should be either of the following: -

i.) Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost;

Or

ii.) Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost

Or

iii.) One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost;

Similar works shall mean construction or maintenance of residential/ institutional/ office buildings, road/ Lighthouse tower etc. or any other related civil construction works.

The value of similar work executed & completed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% (seven percent) per annum, calculated from the date of completion to the date of Bid opening.

3.1.2.3 Tender fee of appropriate Value as per Notice Inviting e-Tender.

3.1.2.4 Earnest Money Deposit of appropriate Value as per Notice Inviting e-Tender.

3.1.2.5 Copies of PAN & GST Registration.

- 3.1.2.6 Copies of Income Tax Return of last three financial years.
- 3.1.2.7 Copy of Average Annual Financial Turnover on consecutive works should not be less than 30% of estimated cost put to tender during the last three consecutive years ending 31st March 2022 certified by chartered accountant.
- 3.1.2.8 A scanned copy of Tender Acceptance Letter as per Annexure III.
- 3.1.2.9 An undertaking that bid is unconditional as per Annexure IV.
- 3.1.2.10 Bid Securing Declaration as per Annexure – V.
- 3.1.2.11 An undertaking along with List of Gazetted &/or Account officer (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate of Lighthouses & Lightships anywhere in India as per Annexure VI.
- 3.1.2.12 An affidavit/ declaration that bidder is not blacklisted on the non-judicial stamp of Rs. 100/-. The affidavit shall be made **on or after 01.01.2023** as per Annexure VII.
- 3.1.2.13 Information regarding any litigation, current or during last 5 years, orders regarding exclusion, expulsion or black listing if any, in which Bidder is involved, the parties concerned and disputed amount.
- 3.1.2.14 **Key personnel available (minimum one supervisor), along with their personal details like EPF no. etc., and proposed to be engaged for site management; technical personnel for supervision and execution of the work with their qualification and experience. Site supervisor shall have an experience of at least 5 years in similar works.**
- 3.1.2.15 Bidder shall have valid registration with Employees Provident Fund organization under ‘EPF and Miscellaneous Provisions Act, 1952’
- 3.1.2.16 All other documents required in section VII consisting of evaluation criteria of technical bid.

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

- 3.1.3** It will be essential requirement that the prospective bidder shall be fully equipped & capable to carry out the work as prescribed in the bid. Technical bid of the firms not meeting the eligibility criteria mentioned in Para 3.1.1 & 3.1.2 will not be evaluated.
- 3.1.4** The bidder registered with STARTUP/ MSME/ NSIC/ DIPP/ UDYAM/ UDYOG shall be given exemption from submission of Tender Fee & Earnest Money Deposit on submission of valid proof of registration as per extant rule. However they are required to submit Bid Securing Declaration as per Annexure – VI.
- 3.1.5** **Tender shall be treated as unresponsive if the required Tender fee or EMD has not been submitted or exemption is claimed without acceptable proof of exemption.**
- 3.1.6** **An undertaking to the effect that works will be carried out in accordance with the law of the land.**

3.2 Essential Requirements

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

3.3 Instructions to Bidders

- 3.3.1** The bid shall remain valid in all the respects till 90 days from the date of opening of the Technical bid.
- 3.3.2** The bidder shall bear all costs associated with the preparation of the bid and the employer will in no case be responsible or liable for those costs.

- 3.3.3** Prospective Bidder requiring any further information or clarification on the Bid document may notify the employer in writing / fax/ e-mail at the Employers mailing address indicated in the Notice Inviting Bids. The last date and time for submission of Bid related queries, is as specified in Notice Inviting e-Tender (Section-I). The queries so received shall be dealt in accordance with clause 3.3.4.
- 3.3.4** A pre-bid meeting with prospective Bidders, who have purchased the bid documents, will be held on date and time as specified in Notice Inviting e-Tender (Section-I) at Directorate of Lighthouses & Lightships, Deep Bhavan, Gandhinagar, Kadavanthra PO, Cochin Cochin to clarify the issues & to answer the queries. Bidders are advised to attend the pre- bid meeting who may intend to attend at their own cost. Bidder shall send 'Authority Letter' with an attested specimen signature of the representatives who are deputed by them to be present at the time of pre-bid meeting and opening of the Bid. However, nonattendance of the pre-bid meeting shall not be a cause for disqualification of the Bidder. Any substantive clarification or modification arising out of the pre-bid meeting would be finalized only by addendum to bid documents. Outcome of the pre-bid meeting including the text of questions received (without identifying the source of inquiry) and the responses given shall be sent to all purchasers of bid documents. No further queries shall be entertained after settling clarifications/issues during the above pre- bid meeting.
- 3.3.5** At any time prior to the deadline for submission of Bids, the Employer may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendment.
- 3.3.6** The amendment shall be part of the bid document and will be notified in writing or by Fax or email to all prospective Bidders. Bidders are required to acknowledge receipt of any such amendment to the bid documents.
- 3.3.7** The Director of Light houses and Lightships, Cochin reserves the right to decide the eligibility of the bidders. Bidder shall send "Authority letter" with an attested specimen signature of their representative, deputed by them to be present at time of opening of bids.
- 3.3.8 Language of the bid**

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

3.3.9 Preparation of Bid

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

Cover -1 (TECHNICAL BID)

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

- i. Scanned Copy of Tender fee as per the Notice Inviting e-Tender (Section-I) of Tender document, issued from any Scheduled Bank in the form of Demand Draft in favour of the **"Director, Directorate of Lighthouses and Lightships, Cochin"** payable at **Ernakulam**.
- ii. Scanned Copy of Earnest Money Deposit as per the Notice Inviting e-Tender (Section-I) of Tender document, issued from any Scheduled Bank in the form of Demand Draft/ Fixed Deposit receipt (FDR) in favour of the **"Director, Directorate of Lighthouses and Lightships, Cochin"** payable at **Ernakulam**.
- iii. Scanned copies of proof for eligibility as per Para 3.1 of Eligibility Criteria of Section III.

- iv. Scanned copy of tender acceptance letter. (Annexure III). If the Cover-1 i.e. technical bid does not contain any of the above mentioned documents or contains incomplete or unsuitable technical details, then the offer shall be deemed liable to rejection/ disqualification. The respective Cover- 2, i.e. Price Bid of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging of any price information in Cover-1 (Technical Bid) will result in rejection of their tender.

Cover-2 (PRICE BID)

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

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

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

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

3.3.10 Bid Price

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

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

3.3.11 Bid Currencies

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

3.3.12 Filling of Bid

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

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

3.3.12.3 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).

3.3.12.4 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.

3.3.12.5 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.

3.3.12.6 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.

- 3.3.12.7 The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Govt. Department or organization in India or abroad
- 3.3.12.8 Formation of pool/ cartel is against the basic principles of competitive bidding. Bidders are requested to avoid pool/ cartel formation. At any stage, if any evidence of cartel formation found, administrative actions will be initiated. All the offers/ bids will be rejected and the matter reported to trade associations, the Competition Commission etc. to take actions against all bidders/ firms.
- 3.3.12.9 The bid shall contain no interlineations, erasures or overwriting except corrections as necessary to correct the errors made by the Bidder, in which case such correction shall be initialed by the person/ persons signing the offer. The bid shall be typewritten or handwritten in indelible ink and shall be signed by the bidder or authorized signatory. The bid shall contain no additions or alterations except those to comply with instructions specified by the employer but those shall be initialed by the Bidder.
- 3.3.12.10 The estimated cost of the tender is inclusive of 18% GST. TDS on GST as applicable shall be deducted from each Running Account and Final bill.

3.3.13 Evaluation of Bids

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

3.3.14 Award of work and signing the agreement

- 3.3.14.1 The contract shall be awarded 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,
- i. Eligible in accordance with the provisions of Para 3.1 and
 - ii. Qualified in accordance with the provisions of Para 3.3.13
- 3.3.14.2 The contract shall be awarded within 90 days of the opening of the Technical bid.
- 3.3.14.3 The notification of award will constitute the formation of the Contract subject to the furnishing of a contract performance guarantee. Within 15 days of receipt, the successful bidder has to furnish the contract performance guarantee and sign the Contract Agreement with the employer.
- 3.3.14.4 The Agreement will incorporate all correspondences between the Director and the successful bidder. It will be signed by the Director and successful bidder within 15 days following the notification of award along with the Letter of Acceptance.
- 3.3.14.5 The successful bidder shall be required to submit a Performance security in the prescribed format, equivalent to 3% (Three percentage) of the contract value, within 21 (twenty-one) days after notification of the award and it should remain valid for a period of 6 months beyond the time of completion of work. Performance security may be furnished in the form of fixed deposit receipt / Bank guarantee from a schedule bank in India.**
- 3.3.14.6 The Earnest Money Deposit of the unsuccessful bidders will be refunded within 30 days, without any interest. EMD of the successful bidder will be refunded within 30 days without any interest after submission of valid Performance Guarantee, subsequent its verification and signing of contract agreement.

3.3.14.7 The performance security shall be forfeited and credited to the Director's account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract.

3.3.14.8 If the successful bidder failed to submit the performance security of requisite amount within specified period, extended if any, the EMD of the successful bidder shall be liable for forfeiture and the contractor shall be black listed for three years in CPP portal.

Director
For & on behalf of the President of India

भारत सरकार / GOVT. OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
दीपस्तंभ और दीपपोत निदेशालय
DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

SECTION- IV - GENERAL CONDITIONS OF CONTRACT**4.1 General**

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

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

For any item of work, the tendered rate shall be held to include all items as are clearly necessary for the proper execution of the work, notwithstanding the fact that any special items may not have been included in the specifications or shown in the drawings.

4.2 Material and workmanship

Material and workmanship required for the execution of the work have been laid down in the accompanying specifications pertaining to the work. The work shall be carried out in every respect to conform to those specification and completed to the entire satisfaction of the Director of Lighthouses & Lightships (here in after called "the Director and / or his representative for the time being, who shall have full powers to reject at any stage of construction any or all material and / or workmanship which may appear to him / them to fall short of the requirements of the aforesaid specifications, drawings, etc., or which may appear to him / them to be faulty.

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

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

4.3 Extra work

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

4.4 Liquidated Damages

The commencement of work shall be counted from 20 days from the date of issue of Letter of Intent (LOI)/ Work Order. Time limit for completion of work shall be counted from the date of commencement of work.

The contractor shall state time line schedule in his tender to complete the work within scheduled time period in every respect. The time so stated by him shall commence from the date of receipt of the letter informing him of the acceptance of the tender and instructing him to commence work.

Throughout the stipulated period of contract, the work shall be proceeded with all due diligence. Time being the essence of the contract, on the part of the contractor, the contractor shall pay a **sum equal to 0.50%** of the contract value per week of delay subject to a maximum of ten percent of contract value or such smaller amount as may be decided by the Director, whose decision in writing shall be final and binding. The department shall not be required to submit the estimated loss due to delay.

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

4.5 Rescindment of contract

If at any stage during construction the contractor cease work or refuses to fulfil his part of the contract, the Director shall have power to rescind the contract, of which rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence of the contractor's default and the whole of the Earnest Money paid by the contractor together with the whole of the Security Deposit, which will be collected from him as a deduction of 2.50% from all interim & final bills and 03% performance guarantee, shall stand forfeited and be absolutely at the disposal of Government. The Director shall moreover have the power, to adopt any measure for the completion of the work in any manner he may choose. In the event of such a course being adopted any expenses which may be incurred in excess of the sum which would have been paid to the contractor, of the whole work had been executed by him (for the amount in such cases, the certificate in writing of the Director shall be final and conclusive) shall be realized from the contractor from any money which may be due to him under this or any other contract or otherwise. In the case when the contract has been rescinded under the aforesaid provision the contractor shall have no claim for compensation for any loss sustained by him for reasons of his having purchased any material or having entered into any engagement or made any advance on account of the execution of the work.

But, on the other hand, the Director shall be entitled to take possession of any or part of any material which has been brought by the contractor to the site of work, in which event the contractor shall be entitled to such payment therefore as may be considered reasonable by the Director.

If the performance of the contractor found to be poor at any time, the contract leading to the rescindment of contract agreement. The contract shall be terminated and the contractor shall be black listed for three years in CPP portal.

4.6 Termination

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

4.7 Arbitration

All the matter in connection with or arising out of the contract, to be unacceptable and is disputed, shall be referred to Dispute Redressal Committee (DRC). No party shall be represented before the Dispute Redressal Committee by an advocate/ legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within a period of 60 days extendable by 30 days by consent of both the parties or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either

party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), go for appointment of arbitrator under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

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

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

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

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

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties preferably at Cochin. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

4.8 Force Majeure Clause

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

4.9 Discrepancies and adjustment of errors:

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

4.10 Extension of time

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

4.11 Maintenance of work

The contractor shall maintain the building/ Lighthouse tower/ or any other structure on which work is done for a period of 06 months from the date of completion and shall at the end of this period be called upon to make good, at his own expense, any defects in material or workmanship or both which may appear. If the contractor failed to rectify the defects within specified period or deny to rectify the defects, the whole of the security deposit deducted from interim and final bill, shall stand forfeited and be absolutely at the disposal of Govt.

On the satisfactory completion of the defect liability period/ maintenance period, the contractor shall be returned the security deposit @ 2.50% deducted from the interim and final bills, in accordance with the rules.

4.12 Payment

The contractor may submit a monthly running bill for the work actually executed. A sum @ 2.5% of the gross amount of the bill shall be deducted towards Security Deposit (SD) from each Running Account & Final Bill. Labour cess, TDS on Income Tax (IT) and GST as applicable shall also be deducted from each Running Account and Final Bill. The 3% Performance security shall be refunded to the contractor after completion of work satisfactorily, recording of final measurements and completion certificate. The security deposit shall be refunded after the satisfactory completion of prescribed defect liability/ maintenance period.

4.13 Alterations in specifications and in designs

The Director or his authorized representative shall have power to make any alteration in or addition to the original specifications, drawings, designs etc., which may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with such alterations. Such alterations shall not invalidate the contract.

Any additional work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Director shall be conclusive as to such proportions.

If the additional work includes any class of work for which no rate is specified under this contract, the contractor shall within 7 days of the date of the receipt of the order to carry out the additional work, inform the Director of the rate at which he is prepared to undertake such class of work and if the Director does not agree to this rate, he shall give notice in writing and be at liberty to cancel his order to carry out such work, and arrange to carry it out in such a manner as he may consider advisable. If, however, the contractor shall have commenced work in regard thereto, before the rates have been fixed, he shall only be entitled in respect of the work carried out or expenses incurred by him prior to the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Director whose decision shall be final.

The Director or his authorized representative shall have full powers to the removal from the premises of all materials, which in his opinion are not in accordance with the specifications and in case

of default, the Director shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Director may cause the same to be supplied and all costs which may attend such removal and substitutions are to be borne by the contractor.

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

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

4.14 Inspection of work

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

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

4.15 Labour:

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

Explanation:

- i. "Fair wage" means wage prescribed by the Central or State Government for the district, in which the work is done.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the labour regulations made

by the Central and State Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions un authorisedly made, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

- iv. In the event of any loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of contract for the benefit of workers, non-payment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations, the Director shall have the right to deduct any such sum from the payment due to the contractor and pay the same to the worker entitled thereto.
- v. Under the provision of the Minimum wages Act, 1948 and the Minimum wages (Central) Rules 1950 the contractor is bound to allow, or cause to be allowed to the labourers directly or indirectly employed in the works one days rest for six days continuous work and pay wages at the same rates as for duty. In the event of default the Director shall account of wages for weekly holidays to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.
- vi. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of the contract.
- vii. The contractor shall at his own expense provide or arrange for the provision of footwear and gloves for any labour doing cement mixing or placing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Director or his representative and on his failure to do so the Government shall be entitled to provide the same and recover the cost thereof from the contractor.
- viii. The contractor shall submit, by the 4th and 19th of every month, to the Director a true statement showing in respect of the second half of the preceding month and the first half of the current month, respectively, (1) The number of labourers employed by him on the work and their wages. (2) Their working hours, (3) The wages paid to them, (4) The accidents that occurred during, the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) The number of female workers who have been allowed Maternity Benefit according to clause (13-(f) and the amount paid to them. On his failure to do so, the contractor shall be liable to pay to Government a sum not exceeding of Rs. 50/- for each default or materially incorrect statement. The decision Director shall be final and the amount so levied shall be deducted from any bill of the contractor.

Maternity Benefit:

Rules for female workers employed by contractor, leave and pay during leave shall be regulated as follows:

Leave:

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

Pay:

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

- ii. In the case of miscarriage: Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

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

4.16 Housing and labour

- A. The contractor (s) shall at his expense supply their labourers with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Director or his representative and to his satisfaction.
 - i. The minimum height of each hut at the eye level shall be 7' and the floor area to be provided will be at the rate of 30 sq. ft. for each number of the worker's family staying with the labourer.
 - ii. The contractor (S) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - iii. The contractor (S) shall in addition construct suitable cooking places having a minimum area of 6' x 5' adjacent to the hut for each family.
 - iv. The contractor (S) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
 - v. All the huts shall have wall of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Director or his representative. In case of sun dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be katcha but plastered with mud gobri and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Director or his representative and the contractor shall ensure that throughout the period of their occupation the roofs remain water tight.
 - vi. The contractor (S) shall provide each hut with proper ventilation.
 - vii. All doors, windows and ventilators shall be provided with suitable leaves for security purpose.
 - viii. There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft according to the availability of site with the approval of Director or his representative, back to back construction will not be allowed.
- B. Water supply: The contractor (S) shall provide supply of water for the use of labourers. The provision shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor (S) shall also at his/ their own cost make arrangement for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges.
- C. The sites selected for the camp shall be high ground, removed from jungle.
- D. Disposal of Excreta: The contractor (S) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by

the Local Health Authorities. If trenching or incineration is not allowed, the contractor (S) shall make arrangements for the removal of the excreta through the Municipal Committee/ Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/ Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid directly by him to the Municipal / Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

- E. Drainage: The contractor (S) shall provide efficient arrangement for draining away sewage water so as to keep the camp neat and tidy.
- F. Lighting: The contractor (S) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- G. Sanitation: The contractor (S) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
- H. Removal of hutting accommodation: The contractor (S) shall require his/ their labourers to vacate and remove from all sites all labour hutting accommodation immediately on finishing the work which shall be deemed to have been completed only upon the performance of this condition.

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

A. Definitions:

- i. "Workplace" mean a place at which at an average fifty or more workers are employed in connection with construction work on any day during the period in which the contract work is in process.
- ii. "Large workplace" means a place at which at an average 500 or more workers are employed in connection with construction work.

B. First Aid:

- i. At every workplace, there shall be maintained in a readily accessible place first-aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- ii. At large workplaces, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder.
- iii. Where large workplaces are remote from civil or regular hospitals, an indoor ward shall be provided with one bed for over 250 employees.
- iv. Where large workplaces are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, an ambulance shall be provided to facilitate removal of urgent cases to these hospitals, at other workplaces, some conveyance facilitates, such as a car, shall be kept readily available to take the injured persons suddenly taken seriously ill, to the nearest hospitals. The contractor (S) shall bear the full hospital charges for the treatment and convalescence of the injured workers and workers taken ill.

C. Drinking water:

- i. In every workplace there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
- ii. Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.

- iii. Every water supply storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water-proof.
- iv. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
- v. The temperature of drinking water supplied to workers shall not exceed 90°F.

D. Washing and Bathing Places:

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

E. Latrines and Urinals for Women:

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

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

G. Latrines and Urinals:

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

H. Construction of Latrines:

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

I. Provision of Shelters during rest:

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

J. Crèches:

- i. At every workplace, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infant's games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following:
 - a. Thatched roofs.
 - b. Mud floors and walls.
 - c. Plants spread over the mud floor and covered with matting.
- ii. The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided. The use of the hut shall be restricted to children their attendants and mothers of the children.

- iii. The contractor shall be provide at least one hut and one Dai to look after the children of women for every 20 women workers.
- iv. The site of creche or creches shall vary according to the number of women workers.
- v. The creche or creches shall be properly maintained and necessary equipment like toys etc. shall be provided.
- vi. The Spitting/Open Urinating in the public/Construction sites shall attract a penalty equivalent or twice the expenditure would incur for up keep the cleanness of the site.

4.18 Rest Recreation and Feeding facilities for Labour:

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

4.19 Safety code:

- i. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{2}$ to 1 (1/2 horizontal and 1vertical).
- ii. Scaffolding or staging more than 4m above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1m high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building of structure.
- iii. Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 12 feet above ground level or floor level, they should be closed boarded, should have adequate width and should be suitably fenced, as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3' – 0".
- v. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11 $\frac{1}{2}$ " for each additional foot of length. Uniform step spacing shall not exceed 12".
- vi. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stocked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to

protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

- vii. Excavation and Trenching: All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 30m in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground. The sides of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- viii. Demolition: Before any demolition work is commenced and also during the process of the work:-
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof, or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ix. All necessary personal safety equipment as considered adequate by the Director or his representative should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b. Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with Welder's protective eye- shields.
 - d. Stone breakers shall be provided with protective goggles and protective clothing, and seated at efficiently safe intervals.
 - e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the Manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the Man-Holes, and the Man-holes so opened shall be coned off with suitable railing and provided with warning signals or boards to prevent accident to the Public.
 - f. The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed or the work of lead painting, the following precautions should be taken :-
 - 1. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - 2. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

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

4.20 Responsibility for accidents:

- i. The contractor shall be responsible for any accidents or damages to the work during construction and he shall restore and make good such injury at his own expense.

- ii. In every case in which by virtue of provisions of section 12, sub-section 1 of the workmen' compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the work, Government will recover from the contractor of the amount of compensation so paid and without prejudice to the rights of Government under Section 12 sub-section 2 of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it from his earnest money, security deposit or from any sum due by Government to the contractor. Government shall not be bound to contest any claim made against it under section 12, subsection 1 of the said Act except on the written request of the contractor and upon his giving to Government might become liable in consequence of contest of such a claim.
- iii. The contractor shall obtain necessary insurance of the labours or working personnel deployed at site for execution of work and submit its proof to this office before commencement of work.

4.21 Scaffolding etc.:

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

4.22 Recovery of sums due:

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

4.23 Set-off:

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

4.24 Insolvency and breach of contract:

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

- i. If the contractor being an individual or if a firm any partner in the contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his

estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement with his creditors or suspend payment or if the firm be dissolved under the Partnership Act: or

- ii. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a Receiver or Manager on behalf of the debenture-holders shall be appointed or circumstances shall have arisen which entitled the court or debenture-holders to appoint a Receiver or Manager : or
- iii. If the contractor commits any breach of this contract not herein specifically provided for; provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the President of India and provided also that the contractor shall be liable to pay the President of India for any extra expenditure he is thereby put up.

4.25 Interest on money due to the contractor:

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

4.26 Withholding and Lien in respect of sums claimed:

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

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

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

any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

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

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

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

4.27 Removal of construction/ demolition waste:

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

4.28 Subletting

The contract shall not be assigned or sublet without the written approval of the Director. The contractor shall furnish adequate proof (along with the tender) to satisfy the director regarding their eligibility as given in notice inviting e tender. Attested copies of all credentials, experience certificate, PAN card, ITCC, etc as given in notice inviting e tender shall be submitted along with the tender.

4.29 Paying authority

The Paying Authority shall be the Director of Lighthouses & Lightships, Cochin.

4.30 Permit/ Statuary License/ Clearance/ Approval

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

Director
For and on behalf of the President of India

भारत सरकार / GOVT. OF INDIA
 पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
 MINISTRY OF PORTS, SHIPPING AND WATERWAYS
 दीपस्तंभ और दीपपोत निदेशालय
 DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

SECTION - V - SPECIAL CONDITIONS OF CONTRACT

- 5.1** Material: All the material proposed to be used in the work shall conform to the latest version of relevant codes/specifications of Bureau of Indian Standard and as per direction of Director of Lighthouses and lightships or his authorized representative. No material shall be supplied by the department. The procurement shall be the sole responsibility of the contractor and all delays shall be to the contractor's account. No extra payment shall be made for escalation in cost of materials and labour.
- 5.2** Water Supply: The water required for the Construction purpose shall be arranged by the contractor from the outside of the site premises. The sump for the storage of water to the required capacity at site to be arranged by the contractor. The sample of water used for construction shall be submitted along with test certificate from registered laboratories to the office of Director before the commencement of work. The tapping of underground water from site under CRZ zone which is highly objectionable under environmental act is forbidden.
- 5.3** Electricity: The Electricity for the construction purpose shall be obtained by the contractor himself and also electricity usage charges shall be paid by the contractor to the Electricity Authority during the entire construction period. Contractor shall make his own arrangements for the Diesel generator sets of required capacity for the construction purpose in case of the Power failure without affecting the progress of work. Any delay in progress of work due to power failure shall not be considered for the extension of time.
- 5.4** Design mix of concrete: The concrete to be used for the RCC works shall be as per drawing/ nomenclature i.e. design mix/ nominal mix. The mix proportion both volume wise and weight wise with water cement ratio shall be submitted by the contractor and approved by the Director. Samples of material for Design mix shall be supplied by the contractor. The source, size, grading of aggregate (fine and Coarse) and brand and grade of cement shall not change, otherwise revised design mix shall be done at the risk & cost of contractor unless otherwise specified admixtures such as plasticizers and retarders should not be used in the concrete mix. The sample of cement and aggregates used for the concrete shall be submitted by the contractor along with the test certificate for approval, before the commencement of work..
- 5.5** Tests: All tests related to water purities, construction materials, cube testing etc may be carried out at authorized laboratory approved by the Director at contractor's cost.
- 5.6** In case of providing conduits, pull-in- boxes etc. for concealed wiring, liaison shall be made with electrical contractor & DLL officials and following shall be ensured :
- a. Conduit pipe for electrical concealed wiring shall be laid by the Department. However, the contractor may extend his cooperation for execution of such work.
 - b. The electrical work shall also be progressed by the Department side by side with the progress of the building work. Burying of conduits for recessed portion shall be planned together with the building progress so that there is no hindrance to the building progress at any stage.
- 5.7** The contractor shall deploy a site supervisor having 5 years of experience in similar works. The contractor shall ensure his presence along with other technical staff at site during the inspection of Director or his representative. He shall maintain all relevant site registers including hindrance register.

- 5.8 The samples of cement, aggregate, tiles, paints and all other materials used in the construction work shall be submitted by the contractor for approval before the commencement of work.
- 5.9 The contractor shall submit the detailed bar chart/ time line chart, in which he purposes to carry out the work including arrangement of all tools and plants, machinery and equipment required for execution of work. The submission of such timeline chart for approval of Director shall not relieve the contractor from any of his duties and responsibilities under the contract.
- 5.10 All labours, materials, tools, plants, machinery, equipment, water, electricity and any other things required for execution of work shall be arranged by contractor at his own cost.
- 5.11 The work shall be carried out in the manner, complying in all respect with the requirement of relevant byelaws of national, state and local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 5.12 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials and other inputs involved in the execution of the work.
- 5.13 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts.
- 5.14 All tools, plants and machinery provided by the contractor shall when brought to the site, be deemed to be exclusively intended for execution of this work and the contractor shall not remove the same or any part thereof without the consent of the Director .
- 5.15 All arrangement for establishment, watch & ward of stores and security of sites, police permission, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on these accounts shall be paid.
- 5.16 The Director means the President of India through the Director of Lighthouses & Lightships, Cochin herein after referred to as Director having its registered office at Cochin and shall include his legal representatives and successors and permitted assigns. Accepting authority shall be Director or his legal representatives and successors and permitted assigns. All the future correspondences in this connection shall be addressed to-

निदेशक / The Director

दीपस्तंभ दीपपोत निदेशालय / Directorate of Lighthouses & Lightships

दीपभवन, गांधीनगर/ Deep Bhawan, Gandhinagar,

कडवंत्रा डाक, कोचीन/ Kadavanthra P.O., Cochin- 682 020

फैक्स/ Fax – 0484 2206608, फोन/ Telephone 0484 2205720, ईमेल/ Email dte-koc@gov.in

- 5.17 The contract shall be governed by the law of the India. Lawsuits and other proceedings arising out of or in connection with the contract shall be instituted in Courts of law at Ernakulam/ Cochin only. All labour laws (state/ central/ local Authority) shall be followed fully by the contractor at his own cost.
- 5.18 The cost associated with preparation and submission of tender shall be borne by the bidder. The cost of stamp duties and similar charges (if any) imposed by laws in connection with entry into the contract agreement shall be borne by the bidder.
- 5.19 The contractor shall execute and complete the works in accordance with the contract, and he shall remedy the defects, if any, in the works.
- 5.20 The Director may issue instructions to the contractor, which may be necessary for the contractor to perform his obligations under the contract. The contractor or his authorized representative shall be available for taking the instructions from the Director or his authorized representative.
- 5.21 The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the contract price. The contract price covers all the Contractors obligations under the contract and all things necessary for the proper design, execution and completion of the works.

- 5.22** The contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise, dust, gases, fuel and other results of his operations.
- 5.23** Quantities indicated in the schedule of works/ bill of quantity are approximate & indicative only. Variation in quantities may be plus or minus depends on actual site condition. The rate for varied quantities shall be same as quoted by the bidder & no extra amount shall be claimed by the contractor. Extra items, substituted items and Excess quantity of agreement items shall not be executed without written approval/ order of the Director. Rates for excess quantity of agreement items upto +25% variation shall be same as rate in agreement but if it goes beyond +25%, rate shall be determined by the Director as per latest CPWD analysis of rates and CPWD work manual guidelines. Whenever an adjustment is agreed, approved or determined as per Contract the Director shall specify the amount payable. Before start of Excess quantity beyond +25% of agreement items, Extra item and substituted item, rate for those items should be finalized and agreed by the contractor and the Director. For this purpose, reference shall be made to the actual cost of the varied work also. However, the decision of the Director regarding rate for excess quantity beyond +25% variations, extra and substituted item shall be final and binding of the contractor. Director, under his full powers can eliminate the number of items to be constructed or eliminate any items of work covered under contract agreement. The payment of Running Account/ Final bill shall be made as per the actual quantities executed and recorded of completed work on approved rate.
- 5.24** The prices quoted by the bidder and accepted by the Director shall hold good till the completion of the works and no additional claims shall be admissible on account of any price variation or fluctuation in the market rates.
- 5.25** TDS on Income tax as applicable shall be deducted from each Running Account & Final Bills during the progress of work. The Statement of deduction of Income tax (Form-16(A)) shall be issued to the contractor at the end of every financial year by the Director.
- 5.26** Priority of Documents: The documents forming the contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- a) The Contract Agreement,
 - b) The Special Conditions of contract,
 - c) The General Conditions of Contract,
 - d) Description of the items in Schedule of work,
 - e) Bureau of Indian Standards Specifications.
 - f) CPWD Specifications.
- 5.27** EPF, labour insurance, all royalties, taxes, duties and other levies etc. shall be paid by the contractor and the Director shall not be responsible for that. GST as applicable shall be paid by contractor. However, the copies of EPF payment and labour insurance shall be submitted by the contractor to this office.
- 5.28** The Director shall not make any direct payment to the subcontractor.
- 5.29** Any notice to the contractor shall be deemed to be sufficiently served if given or left on writing at his usual or last known place of abode or business or a site.
- 5.30** On the completion of the works, the contractor shall clear away and remove from the site all construction plants, temporary works, surplus materials and rubbish of every kind and vacate the site and ensure cleanliness of site to the satisfaction of Director.
- 5.31** Fortnightly progress report of the work shall be submitted by the contractor giving the details of the work completed in the period and showing the progress of the work measured against the time line chart submitted.

- 5.32** Contractors shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand by the Director or his Representative, submit list of his agents, employees and work people concerned and shall satisfy the Director or his representative as to the bonafide of such people.
- 5.33** The Director or his representative shall at his discretion have the right to issue passes as per rules and regulations of the installation in force to control the entry of the contractual personnel to the work site or any part thereof. Passes shall be returned at any time on demand by the Director or his representative and in any case on completion of work.
- 5.34** The contractor and his agents, employees and work people shall observe all the rules promulgates by the authority controlling the installation/ area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precaution, search of person on entry and exit, keeping to specific routes, observing specified timing etc. Nothing extra shall be admissible for any man hours etc. lost on this account.
- 5.35** Site for execution of work shall be available as soon as the work is awarded. In case it is not possible to make the entire site available on the award of work, the contractor will have to arrange his working programme accordingly. No claim what so ever for not given entire site on award of work and for giving site gradually, will be tenable.
- 5.36** All works lie in unrestricted area. The restrictions for entry to work site and conditions of working in unrestricted area shall be as under. However, the contractor, his agents, servants, workmen and vehicle may pass through the unit lines, in which case, the Engineer in –charge at his discretion, has the right to issue the passes, control their admission to the site of work or any part thereof. The contractor shall on demand by the engineer- in - charge shall submit a list for personnel etc. Concerned and any other information called for by the engineer-in- charge and shall satisfy the engineer– in – charge and in any case on completion of work.
- 5.37** The contractor and his work people shall observe all the rules promulgated from time to time by authority controlling the area where the work is to be carried out prohibition of smoking etc., Any person found violating the security rules laid down by the authority shall be immediately expelled from the area without assigning any reasons whatever and the contract shall have no claim on this account nothing shall be admissible for any man hours lost on this account.
- 5.38** The contractor/ his agents/ representatives/ workmen etc., and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from only such gate or gates and at such times as the Director or authorities in - charge of the restricted area may at their sole discretion permit to be used. Contractors authorized representative is required to be present at the places of entry and exit for purpose of identifying his carts, trucks, etc., to the person in charge of the security of the restricted area. Every workman shall be in possession of an identity card. The identity card shall be issued after a thorough investigation of antecedents of the labourers by the contractor and attested by officers – in-charge of the unit concerned in accordance with the standing rules and regulations of the unit.
- 5.39** Contractor shall be responsible for conduct of his workmen, agents or representatives. The contractor, his agent and representative are required individually to be in possession of an identity card or pass which will be examined by the security staff at the time of entry into or exit from the restricted area at any time or number of times inside restricted area. Thorough search of all personnel and transport shall be carried out at each gate and for as many times the gate is used for entry and may also be carried out any number of times at the site within the restrict The units controlling restricted area, usually work during six days in week and remain closed on the 7th day. The working hours available to the contractors' labour and staff are however, appropriately reduced because of the time of entry and during for these hours. The exact working hours available for work shall be deemed have been ascertained by contractor before submitting his tender. The tenderer's attention is invited to the fact that number of working hours for a unit is/are prescribed regulations that they cannot be increased by the Director or authorities controlling the

restricted area. The definition of “working days” as given under conditions 1 of general conditions of contractors does not apply in case where the works are carried out in restricted area. The contractor shall not carry out any work on gazetted holiday and other working days except when he is specially authorized in writing to do so that Director. The Director may at his sole discretion declare any day as holiday or non-working day without assigning any reasons for such declaration.

- 5.40 The contractor shall permit free access and generally afford reasonable facilities to other agencies or departments workmen engaged by Govt to carry out their part of work, if any under separate arrangement.
- 5.41 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.
- 5.42 Authorized variations shall not vitiate the contract but additions and omissions shall be measured up and dealt with in accordance with the Contract agreement.
- 5.43 Rates for extra or reduced items shall be worked out as per relevant conditions of the contract mentioned elsewhere in the Bid document. Whenever an adjustment is agreed, approved or determined as per Contract the Director shall specify the amount payable. For this purpose, reference shall be made to the actual cost of the varied work.
- 5.44 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 Director in writing. If compliance with the Director’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, the later shall be entitled to be paid the price of the said work. In case such instructions involve reduction in the scope of work and/or any saving in cost, the price adjustment shall be made as per the Contract Agreement.
- 5.45 Any error in description, quantity or rate in schedule of works, or any omissions there from shall not vitiate the contract or relieve the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 5.46 The execution of any items of work where any incidental work is actually required but not specifically stated in the Bid, it is to be understood that the amount quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.
- 5.47 The contractor shall be required to submit the copies of invoices of material purchased and transported at site for execution of work, if demanded by Director or his authorized representative.
- 5.48 The contractor shall make his own arrangement at his own cost for filling the materials in bag (if required filling in bag, stitching the bag) and transporting, shifting the materials by head load to work site, loading and unloading for all the materials by any means of transportation with all cost of charges and clearance charges if any.
- 5.49 The contractor is responsible for any occurrence of accidents for the entire work. Any loss shall be borne by the contractor, no claim shall be granted.
- 5.50 Use of single use plastic bags in construction site even for transportation of construction material from store is prohibited. The plastic material used for packing or wrapping of the construction material shall be properly disposed off as per the local authority guidelines.
- 5.51 Before commencement of earth work (excavation/ filling), contractor shall make necessary arrangement to record initial ground levels jointly with the representative of the Director and contractor’s engineer.
- 5.52 The contractor shall strictly adhere to COVID -19 guidelines issued from time to time from the State/ Central government.

Director
For and on behalf of the President of India

भारत सरकार / GOVT. OF INDIA
 पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
 MINISTRY OF PORTS, SHIPPING AND WATERWAYS
 दीपस्तंभ और दीपपोत निदेशालय
 DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

SECTION – VI - GENERAL SPECIFICATIONS

6.1 General

- 1 All works shall be carried out as per CPWD Specifications. In respect of items not covered by the CPWD specifications, Indian standard specification shall apply.
- 2 In case of any variation between different applicable specifications, the following order of precedence will be followed.
 - a. Nomenclature of Schedule of works/ Bill of Quantities.
 - b. Particular specifications attached with the bid documents.
 - c. General specifications attached with the Bid documents /drawings.
 - d. C.P.W.D Specifications
 - e. Bureau of Indian Standard Specification.
 - f. Decision of the Employer.
- 3 The contractor shall be required to produce samples of all building materials sufficiently in advance to obtain approval of the Employer. This approved sample shall be displayed at site of work and preserved till completion of the work. The materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of any variation, such materials shall be liable to rejection.
- 4 All the materials used in the work shall comply with the requirement of Employer and shall pass all the tests and analysis required by him as per particular specifications applicable or such recognized specifications as acceptable to the Employer.
- 5 The contractor shall establish a site laboratory and shall provide cube crushing & testing machine, appliance at site, such as weighing scale, graduated cylinder, standard sieves, thermometer, slump cones etc. in order to enable the Employer to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.
- 6 The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of the work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
- 7 The contractor shall get the source of various raw materials, namely aggregate, cement, sand, water etc. to be used on the work, approved from the Employer and trial mixes for controlled concrete shall be done using the approved materials. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Employer for which the contractor at his own cost shall do tests.
- 8 Similarly, the contractor shall submit brand/make of various materials to be used for the approval of the Employer along with samples and once approved, he shall stick to it.

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- 9 The contractor shall submit shop drawings of staging and shuttering arrangement, electrical works for approval of Employer. The contractor shall also submit bar bending schedule for approval of Employer before execution.
- 10 The contractor shall at his own cost, make all arrangement and shall provide such facilities as the Employer may require for collecting, preparing and forwarding the required number of samples for tests and for analysis at such item and to such places, as directed by the Employer. Nothing extra shall be paid for the above, including the cost of materials to be tested.
- 11 The necessary test shall be conducted in the laboratory approved by the Employer. The sample for carrying out all or any of the tests shall be collected by the Employer for carrying out the independent quality control tests and the results will be binding on the contractor. The testing charges shall be borne by the Contractor. Cost of samples including their packing transportation to approved laboratories shall be borne by the contractor.
- 12 The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results of such tests and consequences thereon shall be binding on the contractor.
- 13 The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Employer before he proceeds with the use of same for execution of works. If the tube well water is not suitable, the contractor shall arrange suitable water from any source at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest BIS code/ CPWD specifications.
- 14 Wherever any reference to any Bureau of Indian Standard Specifications occurs in the documents relating to this contract same shall be inclusive of all amendments issued thereto or revision thereof if any, up to date of the tender notice.
- 15 Any cement slurry added over base surface (or) for continuation of concreting for better bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.
- 16 The material shall conform to the quality and make as per list attached, however for the item not appearing in the list, preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the contractor shall be judged by the standard laid down in the relevant ISI specification / CPWD specification. All material and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles that bear ISI mark but stand banned by CPWD will not be used.
- 17 The structural and architectural drawings shall at all times be properly correlated by the contractor before executing the work and no claim what so ever shall be entertained for failing to do so. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawing relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer- in-Charge.
- 18 The samples for various items like cement, steel, tiles (flooring/ dado/ skirting), pipes, bath & sanitary fittings, painting and other finishes shall be got approved in writing from the Employer before execution of such items. Flooring as well as skirting / dado shall be laid as per pattern approved by the Employer and nothing shall be payable on this account.
- 19 All Reinforced Cement Concrete work shall be machine batched, machine mixed and machine vibrated design mix of specified grade.

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- 20 The term machine batched, machine mixed and machine vibrated concrete or design mix concrete used elsewhere in agreement shall mean the concrete produced in automatic concrete batching & mixing plant and if necessary transported by transit concrete mixers, placed in position by the concrete pumps and vibrated by surface vibrator/Needle vibrator/plate vibrator, as the case may be, to achieve required strength and durability.
- 21 Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Employer. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Employer. Any materials procured without prior approval of Employer in writing is liable to be rejected. Employer reserves right to get the materials tested in laboratories of his choice before final acceptance. Non-standard material shall not be accepted.
- 22 Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.
- 23 Records of actual sectional weights shall also be kept diawise and lotwise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Employer shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day shall constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight.
- 24 If the Derived Weight is lesser than the Standard Weight then the Derived Actual Weight shall be taken for payment. If the Derived Actual Weight is found more than the standard Weight, then the Standard Weight as worked out in sub-para 6.1.28 above shall be taken for payment. In such case nothing extra shall be paid for the difference between the Derived Actual Weight and the standard weight.

6.2 Conditions for Cement

- 1 The contractor shall procure 43 grade ordinary Portland cement, Sulphate resisting cement/ PPC (Normally 43 grade ordinary Portland cement shall be used in this work) as required in the work from reputed manufacturers of cement having a production capacity of one million tonnes per annum or more as approved by Ministry of Industry, Government of India and holding license to use ISI certification mark for their product whose name shall be got approved from Employer. Supply of cement shall be taken in 50Kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Employer and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Employer to do so.
- 2 The cement shall be brought at site in bulk supply of only one approved brand in lot for work as decided by the Employer.
- 3 The contractor shall supply free of charge the cement required for testing and the cost of tests shall be borne by the contractor.
- 4 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. No payment for excess consumption of cement shall be allowed.
- 5 For each grade, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per

sketch (to be given by the Contractor for approval) with weatherproof roofs and walls. The actual size of godowns shall be as per site requirements and nothing extra shall be paid for the same. The decision of the Employer regarding the capacity needed shall be final. However, the capacity of each godown shall not be less than 40 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Employer's representative of the work and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godowns according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent in token of its correctness.

- 6 Materials shall be kept in the joint custody of the contractor and the Employer's representative. The empty containers /bags/drums shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from Employer.

6.3 Sand

- 1 Natural River/ M Sand shall only be used in the construction work conform to I.S. 2686-1977. It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc. and shall not contain any appreciable amount of clay balls or pellets and harmful impurities e.g. iron pyrites, salts, Alkalis, coal, mica, shale etc. The sum of all percentages of all deleterious materials shall not exceed 5%. Normally river sand shall be used as per nomenclature of the items. The decision of Director shall be final and binding on the contractor.
- 2 The maximum quantity of silt shall not exceed 8%. Sand required to be used for mortar for plaster work shall conform to IS: 1542-1977 and for masonry works shall conform to IS: 2116-1980. The allowable bulkage of sand in moist condition is 15% to 30%.
- 3 Quarry Dust shall not to be used for any grade of the concrete of the work

6.4 Coarse Aggregate

- 1 It shall consist of naturally occurring (uncrushed, crushed or broken) stones. It shall be hard, strong, dense, durable and clean. It shall be free from resins, adherent coatings, disintegrated pieces, alkalis, vegetable matter and other deleterious substances. It shall be roughly cubical in shape. It shall conform to I.S.383-1970 unless otherwise specified.
- 2 The stone aggregate to be used for reinforced cement concrete shall not contain any materials liable to attack the steel enforcement. The maximum quantity of deleterious materials shall not be more than 5 % of the weight of the coarse aggregates in accordance with IS: 2386-1963 part-II. Nominal sizes of graded stone aggregate shall be 40, 20, 16 or 12.5 mm as specified below. The samples of aggregate shall be tested by the contractor at his own cost and got approval from the Director of Lighthouses and Lightships before using in the work.

6.5 Conditions of Steel

- 1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the ministry of Steel, viz. SAIL, TISCO, IISCO and RINL. The contractor shall have to obtain and furnish test certificates to Employer in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Employer as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor has failed to conform to the specified strength, the same shall be removed from the site of work by the contractor at his cost within a week's time from written order from the Employer to do so.

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- 2 The steel reinforcement shall be brought to the site in bulk supply in one lot as decided by the Employer. Every consignment of steel brought to site shall be accompanied with test certificate issued by the manufacturer.
- 3 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion & corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 4 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below.

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes or part thereof
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- 5 The contractor shall supply the steel required for free of charge for testing and the cost of tests shall be borne by the contractor.
- 6 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Employer.

6.6 Thermo Mechanically Treated (TMT) Bars

- 1 Thermo Mechanically Treated (TMT) Bars are a recent technological advancement for production of high strength deformed steel bars for concrete reinforcement. In this process higher strength is obtained by thermo mechanical treatment, wherein the steel bars get intensive cooling immediately after rolling. Sudden reduction in temperature creates a hardened surface layer with the internal core still being hot. While further cooling in atmosphere, tempering takes place by the heat from the core. This process is expected to improve the properties of strength and ductility of the bars.
- 2 Generally, the higher strength in steel can be obtained by increasing Carbon content, Micro alloying, Thermo Mechanical Treatment or Cold Twisting. So far in India, cold twisting of bars was used extensively for production of high strength bars. The two main ribs being helical, where as in hot rolled bars these ribs are straight can easily identify these bars. In the case of TMT Bars the higher strength is obtained by thermo mechanical treatment and the Carbon content also has been brought down leading to improve Ductility.
- 3 This steel is currently being produced in various grades by M/s Steel Authority of India Ltd. (SAIL), Rashriya Ispat Nigam Ltd (RINL), Indian Iron & Steel Co (IISCO) and M/s Tata Steel. The grades, yield stress, chemical properties and mechanical properties conforming to IS 1786-1985 Fe 415 shall be followed.
- 4 Standard Table of SP-16 (Design Aid to IS 45 G) can be used for utilizing these bars in the design process. Bars of higher strength (>415 N/sq. mm) shall not be used in earthquake Zone – V area as per IS 13920.

6.7 Stone

- 1 The stone shall be the type of granite obtained from the quarries approved by the Director. Stone shall be hard, sound, durable and free from weathering decay and defects like cavities, cracks, flaws, sand holes, injurious veins, patches of loose or soft materials and other similar

defects that may adversely affect its strength and appearance. Stone shall be of uniform colour, quality or texture. Stone shall be of monolithic and homogeneous.

- 2 Stone with round surface shall not be used. The compressive strength of stone shall not be less than 1000 kg/cm². The water absorption shall not exceed 0.5 % by weight.
- 3 Stones used should be small enough to be lifted and placed by hand. The length of stone for stone masonry shall not exceed 3 times the height and the breadth or base shall not be greater than $\frac{3}{4}$ the thickness of wall or not less than 15 cm and the height of the stone not more than 30 cm. Stones having sharp corner or round surface shall not be issued.

6.8 Earth Work

Site Clearance

Before the earth work is started the area coming under cutting and filling shall be cleared of shrubs, rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm. measured at a height of 1m. Above ground level and rubbish removed up to a distance of 50 m. outside the periphery of the area under clearance. The roots of trees and saplings shall be removed to a depth of 60 cm below ground level or 30cm. below formation level or 15cm. below sub grade level and the holes or hollows filled up with the earth rammed and leveled.

The trees of girth above 30 cm shall be cut only after permission of Director obtained in writing. The roots of trees shall also be removed payment will be made separately.

Existing structures and services such as old building, culverts, fencing, water supply pipe lines, sewers, power cables, communication cables, drainages pipes etc. required to be removed/directed, shall be directed/dismantled as per direction of the Director Lighthouses and Lightships. Payment for such work shall be made separately.

The materials so cleaned shall be stacked as directed by the Director Lighthouses Lightships or his representative and the ground shall be left in a clean condition for construction.

Setting Out

A masonry pillar to serve as a bench mark will be erected at a suitable point in the area, which is visible from the largest area.

The contractor shall supply all pegs, flags, labour, materials tools etc. for setting out and making profiles and for construction of bench mark and pillars as directed, at his own cost. The pegs, bamboos or Burjis and the bench mark shall be maintained by the contractor at his own cost during excavation to check the profiles.

Excavation in all kind of Soils

Trenches for foundation, footings, carpets, drains etc. shall be excavated to the exact width, length and depth as shown in the drawings and or as directed. All excavation operations shall include excavation and getting out the excavated materials upto a lead of 50m.

During the excavation the natural drainage of the area shall be maintained. Excavation shall be done from top to bottom. Under mining or under cutting shall not be done.

In firm soils the sides of the trenches shall be kept vertical up to a depth of 2m from the bottom. For greater depth, the excavation profile shall be widened by allowing steps or given a slope of 1:4 (1 horizontal, 4 vertical).

The excavation shall be done true to level, slope shape and pattern, shown on the drawings or as directed by the Director of Lighthouses and Lightships.

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In case of excavation for foundation in trenches, the bed of excavation shall be the correct level or slope and consolidated by watering and ramming. If excavation is done to a depth greater than that shown in the drawing the excess depth shall be made good by the contractor at his own cost.

Care shall be taken to cut the side and bottom to the required shape, slope and gradient. The surface shall then be properly dressed. The additional filling wherever required, in case of excavation is done under than that shown in the drawing, shall done by the contractor at his own cost.

Measurement

The length and breadth of excavation or filling shall be measured correctly to the nearest cm. The depth and cutting height of filling shall be measured, correct to 5 cm before the start of the work and after the completion of the work. The cubical contents shall be worked out to the nearest two places of decimal in cu.m.

Filling

The earth used for filling shall be free from all roots, grass, shrubs, rank vegetation, brush wood, trees, sapling and rubbish filling with excavated earth shall be done in regular horizontal layers each not exceeding 20 cm depth. All lumps and clods excavating 8 cm shall be broken. Each layer shall be watered and consolidated/ compacted with vibratory roller. The top and sides of the filling shall be neatly dressed. The contractor shall make good all subsidence and shrinkage in earth filling, embankments during excavation and till the completion of the work unless otherwise specified.

Planking and Strutting

When the depth of the trench in soft / loose soil exceeds 2 mts, planking and strutting of sides shall be done. Planking and strutting shall be close or open depending on the nature of soil and the depth of trench. It shall be the responsibility of the contractor to take all necessary steps to prevent the sides of trench from collapse.

Close planking and Strutting

Close planking and strutting shall be done by completely covering the side of the trench with short upright members. The boards shall generally be placed in position vertically in pairs. These shall be kept apart by horizontal walling of strong wood at maximum spacing of 1.20 m cross struted with ballies. No portion of the vertical side of the trench shall remain exposed.

The withdrawal of the timber member shall be done very carefully to prevent collapse of the trench. Concrete or masonry shall not be damaged while removing the planks.

No claim shall be made for any timber which cannot be withdrawn and is lost or buried unless required by the Director Lighthouses and Lightships to be left permanently in position.

Open planking and strutting

The entire surface of the side of the trench is not required to be covered. The vertical boards 250mm wide & 38mm thick shall be spaced sufficiently apart to leave an unsupported strip of 50 cm average width. The detailed arrangements shall be subject to the approval of the Director Lighthouses and Lightships.

Bailing out water

All water that may accumulate in excavation during the progress of the work from springs, tidal or river seepage, broken water mains or drains etc. shall be bailed out. The contractor shall take adequate measures for bailing or pumping out water from excavation etc. as may be required at his own cost.

During laying concrete or masonry pumping shall not be done for period of at least 24 hrs. There after pumping shall be done from a suitable sump separated from concrete or masonry by effective means. Capacity and number of pumps, location at which the pumps are to be installed, pumping

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hrs etc. shall be decided in consultation with the Director, Lighthouses and Lightships. Pumping shall be done in such a way as not to cause damage to the work or adjoining property by subsidence etc. Disposal of water shall not cause inconvenience or nuisance in the area or cause damage to the property and structure nearby. Bailing out water in excavation due to rain etc. included under respective items of each work is not to be paid separately.

6.9 Cement Mortars

The grade of masonry mortar will be defined by its compressive strength in N/sq.mm at the age of 28 days as determined by the standard procedure detailed in I.S. 2250-1981. Cement Mortar shall be prepared by mixing cement and sand with or without the addition of pozzolana. Cement bags weighing 50 kg shall be taken as 0.035cu.m. Other ingredients in specified proportion shall be measured using boxes of size 40x35x25 cm .Sand shall be measured on the basis of its dry volume.

Mixing of mortar shall be done in a mechanical mixer operated manually or by power. However Director, Lighthouses & Lightships may permit hand mixing at his discretion taking into account the nature, magnitude and location of the work or where item involving small quantities are to be done.

Mechanical Mixing

Cement and sand in the specified proportion shall be mixed dry thoroughly in a mixer. Water shall then be added gradually and wet mixing continued for at least three minutes. Only the required quantity of water shall be added which will produce mortar of workable consistency but not stiff paste. Only the quantity of mortar which can be used within 30 minutes of its mixing shall be prepared at a time.

Hand Mixing

Measured quantity of sand shall be levelled on a clean platform and cement bags emptied on top. The cement and sand shall be thoroughly mixed dry, till the mixture is of a uniform colour. The quantity of dry mix, can be used within 30 minutes with just sufficient quantity of water to bring the mortar to stiff part of necessary working consistency.

Mortar shall be used as soon as possible after mixing and before it begins to set and in any case within half an hour after the water is added to the dry mixture.

6.10 Note:

1. Regarding selecting the make/ brand/ manufacturer for each item, decision of DLL shall be final.
2. Approval for use of cement manufacture and brand/ make shall be obtained from the Engineer in charge.
3. Steel manufacture and brand/ make shall be approved by the Engineer in charge.
4. The other items shall be as per CPWD specification or ISI mark approved by engineer in charge.

Director
For and on behalf of the President of India

भारत सरकार / GOVT. OF INDIA
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
दीपस्तंभ और दीपपोत निदेशालय
DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

SECTION – VII - TECHNICAL BID EVALUATION CRITERIA

7.1 General

The bids meeting the eligibility criteria 3.1.2 shall only be evaluated technically by a Committee. It is essential **to secure at least 60% (Sixty percent) marks** in aggregate in technical evaluation of technical bid to qualify for the opening of commercial bid.

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

After technically qualifying the bidder who has quoted the lowest rate/ amount shall be declared successful bidder.

7.2 Technical Evaluation

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

Sl. No	Attributes	Max Marks	Evaluation
1	STATUTORY REQUIREMENTS	30	
i)	Copy of valid registration (Max Marks -5)		
ii)	Copy of PAN card (Max Marks - 3)		
	Copy of GST registration (Max Marks-3)		
iii)	Declaration that bid is unconditional (Max Marks -3)		
iv)	Affidavit on 100/- Rs Stamp paper that bidder is not blacklisted (Max Marks -4)		
v)	An undertaking along with list of Gazetted &/or Account Officer (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate General of Lighthouses & Lightships anywhere in India. (Max Marks -3)		
vi)	Copy of EPF / labour registration certificate (Max Marks -3)		
vii)	Tender Acceptance Letter (Max Marks – 3)		
viii)	Bid Securing Declaration (Max Marks -3)		
2	FINANCIAL STANDING OF THE FIRM	15	
i)	Proof of average annual Turnover for last 3 years FY – 2021-2022, 2020-2021, 2019-2020, certified by a chartered account. (Max Marks – 9)		i.) 60% marks for minimum eligibility criteria. ii.) 100% marks for twice the minimum eligibility

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			criteria or more iii.) In between (i) & (ii) on pro-rata basis
ii)	Income tax return for FY – 2021-2022, 2020-2021, 2019-2020, (Max Marks -6)		
3	EXPERIENCE IN SIMILAR CLASS OF WORK OF AS PER SECTION III	40	i.) 60% marks for minimum eligibility criteria. ii.) 100% marks for twice the minimum eligibility criteria or more iii.) In between (i) & (ii) on pro-rata basis
4	PERFORMANCES OF WORKS (QUALITY)	10	i.) Very Good - 10
			ii.) Good/ Satisfactory - 7
			iii.) Fair/ Average - 03
			iv.) Poor - 0
5	PERSONAL & ESTABLISHMENT	5	
i)	Supervisor with minimum 5 years of experience - 5 Marks.		
	TOTAL MARKS	100	To become Technically qualified the bidder must secure at least sixty percent marks in aggregate.

Director
For and on behalf of the President of India

ANNEXURE – I - EARNEST MONEY DEPOSIT

1. Bidder shall prepare the EMD as per the instructions specified in the Notice Inviting e-Tender.
2. Earnest Money Deposit for amounting to **Rs. 3,56,000/-** shall be furnished in the form of Demand Draft/ Fixed Deposit receipt (FDR) from any scheduled Bank in favour of Director of Lighthouses and Lightships, Cochin payable at Ernakulam, EMD in any other form shall not be accepted.
3. Scanned copy of EMD shall be submitted online with Cover-1 (i.e. Technical Bid).
4. The original of EMD shall be submitted to the Director, Directorate of Lighthouses & Lightships, Cochin on or before the last date and time of the bid submission. Bidder shall send the EMD through Post/ Courier service/ personally.
5. The Director, Directorate of Lighthouses & Lightships, Cochin shall not be responsible for any delay or loss, due to Postal/Courier services. The details of the DD/ FDR, physically sent should tally with the details available in the scanned copy & data entered during the bid submission time; otherwise the uploaded bid shall liable to be rejected.
6. The Earnest Money Deposit of the unsuccessful bidders shall be refunded within 30 days, without any interest.
7. The full EMD shall be forfeited by the Director, Directorate of Lighthouses & Lightships, Cochin, if,
 - a. The bidder withdraws his bid during bid validity period.
 - b. The bidder makes any modification in the terms & conditions of the Bid at his own.
 - c. The bidder does not accept corrigendum/addendum issued by the Director, Directorate of Lighthouses & Lightships, Cochin, or any corrections raised due to error in filling the bid.
 - d. The successful bidder fails to submit performance security within 21days from the issue of letter of intent.

ANNEXURE – II - PERFORMANCE BANK GUARANTEE

To

The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Gandhinagar, Kadavanthra PO,
Cochin -682020

1. With reference to the letter No dated for the work “.....” issued by the Director, Directorate of Lighthouses & Lightships, Cochin, hereinafter referred to as "Employer" and M/s..... (Name of contractor) hereinafter to be referred to as "Contractor" on the other part.

2. We(name of Bank) the undersigned hereby guarantee due performance of obligations undertaken by contractor according to the above-mentioned acceptance with appertaining contract documents, against the Director, Directorate of Lighthouses & Lightships, Cochin. If the contractor, in the binding opinion of the Director, Directorate of Lighthouses & Lightships, Cochin, does not properly perform and carry out any of the obligations under the above contract and if the contractor fails within 15 days of written notice by Director, Directorate of Lighthouses & Lightships, Cochin, drawing attention to such failure to take such steps as reasonably to satisfy Director, Directorate of Lighthouses & Lightships, Cochin, we do hereby irrevocably, absolutely and unconditionally undertaken to pay immediately to the Director, Directorate of Lighthouses & Lightships, Cochin, on its order without any demur, any sum up to and not exceeding(amount) being 3% of the basic contract value, which Director, Directorate of Lighthouses & Lightships, Cochin, may ascertain and claim under any title or for any reasons whatsoever upon the first written request to this effect from the Director, Directorate of Lighthouses & Lightships, Cochin, there being no need for the Director, Directorate of Lighthouses & Lightships, Cochin, to issue any declaration, or to take action through legal or judicial execution or other authorities and also there being no need to prove the default of the contractor, the correctness or the Incorrectness thereof.

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

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

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

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

Dated this.....day of..... 2023.

ANNEXURE – III - TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To

The Director,
Directorate of Lighthouses & Lightships,
Deep Bhavan, Gandhinagar, Kadavanthra PO,
Cochin -682020

Sub: - Acceptance of Terms & Conditions of Tender.

Name of Tender/Work: _____

Dear Sir,

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

_____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender condition of above mentioned tender document(s) /corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - IV – UNDERTAKING FOR UNCONDITIONAL BID

(On letter head of the firm)

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

- (i) The price bid does not contain any condition.
- (ii) We have not made payment or illegal gratification to any person/authority connected with
the bid process, so as to influence the bid process and have not committed any offence
under PC Act in connection with the bid.

(Seal of the Company)

Date.....

.....
Signature of the bidder or his Authorized signatory

Place.....

.....
Name of the bidder or his Authorized signatory

ANNEXURE - V – BID SECURING DECLARATION

(On letter head of the firm)

I _____ son of Shri _____, Proprietor/ Partner of
M/s _____ hereby declare that if I/my/our firm withdraw or modify my/ our
Bid during the period of validity or if the contract will be awarded to me/my/our firm and I/
we fail to sign the contract or to submit a performance security before the deadline for the
work _____ of
“ _____”, I/my/
our firm will be suspended for the period of 03 years from being eligible to submit Bids for
contracts with the Director, Directorate of Lighthouses & Lightships.

(Seal of the Company)

Date.....

.....
Signature of the bidder or his Authorized signatory

Place.....

.....
Name of the bidder or his Authorized signatory

ANNEXURE – VI – UNDERTAKING FOR NEARBY RELATIVE

(On letter head of the firm)

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

- (i) List of Gazetted & Non gazetted employee (who are their relative) and serving in Ministry of Ports, Shipping and Waterways or Directorate General of Lighthouses & Lightships anywhere in India are attached

OR

- (ii) None of my/ our nearby relatives are appointed/ posted as an Accounts Officer or as a gazetted Officer in any capacity in the Directorate General of Lighthouses & Lightships or in the Ministry of Ports, Shipping and Waterways. Any breach of this condition may render us/ our firm ineligible.

(Seal of the Company)

Date.....

.....
Signature of the bidder or his Authorized signatory

Place.....

.....
Name of the bidder or his Authorized signatory

ANNEXURE – VII – UNDERTAKING FOR NON BLACKLISTED

(On Rs.100/- Non Judicial Stamp Paper)

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

(i) I/ We/ our firm am/are/is not black listed by any State/ Central Government or
any other organization

(Seal of the Company)

Date.....

.....
Signature of the bidder or his Authorized signatory

Place.....

.....
Name of the bidder or his Authorized signatory

ANNEXURE - VIII - MISCELLANEOUS LIST

List of Acts and Omissions for which Fines can be imposed

(In accordance with rule 8(d) of the Lighthouse Department contractor's labour)

Regulations to be displayed prominently at the site of work in both English and local language).

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

ANNEXURE - IX – SPECIMEN FORM OF REGISTERS

MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR’S LABOUR

Name and address of the contractor:

Name and location of the work:.....

1. Name of the women and her husband’s name:
2. Designation:
3. Date of Appointment:
4. Date with months and years in which she is employed:
5. Date of discharge / dismissal, if any:
6. Date of Production of certificates in respect of pregnancy:
7. Date on which the women informs about the expected delivery:
8. Date of delivery / miscarriage/ death:
9. Date of production of certificate in respect of delivery/miscarriage:
10. Date with the amount of maternity / death benefit paid in advance of expected delivery:
11. Date with amount of subsequent payment of maternity benefit:
12. Name of the person nominated by the women to receive the payment of the maternity benefit after her death:
13. If the women dies, the date of her death, the name of the person to who maternity benefit amount was paid, the month thereof and the date of payment:
14. Signature of the Contractor authenticating entries in the register;
15. Remarks column for the use of Inspecting Officer:

LABOUR BOARD

Name of Work:

Name of Contractor:.....

Address of Contractor:.....

Name and address of Office:.....

Name of Labour Officer:.....

Address of Labour Officer:.....

Name of Labour Enforcement Officer:.....

Address of Labour Enforcement Officer.....

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

Weekly holiday:

Wage period:

Date of payment of wages:

Working hours:

Rest Interval:

REGISTER OF MATERNITY BENEFITS

Name and address of the contractor:

Name and location of the work:.....

Name of the employee	Father's/Husband's Name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5
Date on which maternity leave commenced and ended				
<u>Date of Delivery</u>	<u>In case of delivery</u>		<u>In case of miscarriage</u>	
Miscarriage	Commenced	Ended	Commenced	Ended
6	7	8	9	10
Leave pay paid to the employee				
<u>In case of delivery</u>	<u>In case of miscarriage</u>		<u>Remarks</u>	
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Wage Card No:.....

WAGE CARD

Name and address of the contractor:

Date of issue:.....

Name and location of work:.....

Designation:.....

Name of workman:.....

Month / Fortnight:.....

Rate of Wages:.....

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Morning: Rate																					
Evening: Amount																					
Initial:																					

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

REGISTER OF WAGES

Name and address of the contractor:

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

Nature and location of work:.....

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

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

MUSTER ROLL

Name and address of the contractor:

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

Nature and location of work:

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

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

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of the contractor:

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

Nature and location of work:

Name and address of Principal Employer:

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

WAGES SLIP

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

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

Nature and location of work:.....

For the week / Fortnight / Month ending

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

Initials of the Contractor or his representative

EMPLOYMENT CARD

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

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

Nature and location of work:.....

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

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

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

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

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

5. Wage period :.....

6. Tenure of employment:.....

7. Remarks:.....

Signature of Contractor

SERVICE CERTIFICATE

Name and address of the contractor :

Name and location of work

Nature and address of workman

Age or Date of Birth

Identification marks

Father 's / Husband's name

Name and address of establishment in order which contract is carried on:

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

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of the contractor:

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

Nature and location of work:

Name and address of Principal Employer:

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

REGISTER OF ADVANCE

Name and address of the contractor:

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

Nature and location of work:.....

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

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

REGISTER OF FINES

Name and address of the contractor:

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

Nature and location of work:

Name and address of Principal Employer:

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

REGISTER OF OVERTIME

Name and address of the contractor:

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

Nature and location of work:

Name and address of Principal Employer:

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

ANNEXURE - X – ABBREVIATIONS

- 1) TIA - Tender Inviting Authority
- 2) DGLL - Directorate General of Lighthouses and Lightships
- 3) DLL - Directorate of Lighthouses and Lightships
- 4) DSC - Digital Signature Certificate
- 5) FDR - Fixed Deposit Receipt
- 6) PG - Performance Guarantee
- 7) BG - Bank Guarantee
- 8) EMD - Earnest Money Deposit
- 9) PKI - Public Key Infrastructure
- 10) Govt. – Government
- 11) BG - Bank Guarantee
- 12) LH - Lighthouse