



**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.) - 201 301**

## **GLOBAL COMPETITIVE**

## **BID DOCUMENT**

**FOR**

**PROVIDING SERVICES OF VTS MANAGER AND VTS SUPERVISORS FOR MANNING MASTER  
CONTROL CENTRE OF VTS – GULF OF KACHCHH, KANDLA (GUJARAT)**

**Cost of Bid Document:**

**₹1,000/ (₹One Thousand Only)**

Copy No.....

**GOVERNMENT OF INDIA  
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DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.)- 201 301**

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**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre for VTS  
– Gulf of Kachchh, Kandla (Gujarat)**

**Section I**

No.33/2/2012-Admn-I

dated the 30.12.2013

**Short Bid Notice**

1.1 For and on behalf of the President of India, the Director General of Lighthouses & Lightships (DGLL), Deep Bhavan, A-13, Sector-24, Noida, Distt-Gautam Buddh Nagar – 201 301 invites sealed composite bids (two cover system, Part I - Technical bid, Part II – Commercial bid) from the agencies registered as Ship manning and Management agency/VTS Manpower supply agency for VTS operations for providing services of VTS Manager and VTS Supervisor for operation of VTS GOK at Master Control Centre, Kandla (Gujarat) for a period of three years.

**VTS Manager (One number)**

**Essential Qualification:**

- (i) Certificate of Competency as Master (Foreign going).
- (ii) Five year experience of Sea Service of which one year should be in command of Foreign going ships.  
(Sea service means the duties performed by an individual holding the appropriate Continuous Discharge Certificate either on home trade or foreign going ships defined under Merchant Shipping Act 1958).

**Desirable**

Three years experience of working as Licensed Pilot in a Port.

**VTS Supervisor (Four number)**

**Essential Qualification:**

- (i) Certificate of Competency as Master Near Coastal Vessel (N.C.V.)
- (ii) Five years Sea-service of which one year shall be as the Chief Officer of the Near Coastal Vessel (N.C.V.).  
(Sea service means the duties performed by an individual holding the appropriate Continuous Discharge Certificate either on home trade or foreign going ships defined under Merchant Shipping Act 1958).

## **Desirable**

- (i) One year experience of working a Licensed Pilot in a Port.
- (ii) Having completed the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) training module V-103/1, V-103/2 & V-103/3.
- (iii) Experience in operation of Vessel Traffic Service system.

1.2 **Cost of Bid document – ₹1,000/- (₹One Thousand Only)** (non-refundable) in the form of Demand Draft drawn on any nationalized Indian bank/RBI approved bank in favour of Pay and Accounts Officer, Lighthouses & Lightships payable at Noida.

1.3 **Earnest Money Deposit (EMD): ₹5,00,000.00 (₹Five lakh only).**

1.4 Eligibility Criteria:

- (i) It is an essential requirement that the bidder has taken up, satisfactorily executed and completed at least one similar work amounting to not less than ₹30 Lakh or **two** similar works each amounting to not less than ₹22 Lakh during last seven years ending **31<sup>st</sup> December, 2013**. **Similar works means Supply of services of VTS operational personnel to any VTS Centre.**
- (ii) The bidder must have atleast one years experience in operating a VTS Centre with X-Band Marine radar, VHF R/T sets & AIS Base Station.

1.5. Sale & submission of bid document – Intending bidder shall present Demand Draft of **₹1,000/- (₹One Thousand Only)** and documentary evidence of fulfilling the eligibility criteria.

Date of Sale of Bid Document	- 01.01.2014 to 24.01.2014 (11.00 to 16.00 hours on all working days)
Last Date and time of receipt of bids	- 27.01.2014 (upto 1500 hrs.)
Date and time of opening of bids	- 27.01.2014 (at 1600 hrs.)

**Director General of Lighthouses & Lightships  
For and on behalf of President of India**

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.) - 201 301**

**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre of VTS  
– Gulf of Kachchh, Kandla (Gujarat)**

**Section II**

**Notice Inviting Bid**

- 2.1 For and on behalf of the President of India, the Director General of Lighthouses & Lightships invites sealed composite bids (two cover system, Part I - Technical bid, Part II – Commercial bid) for providing services of VTS Manager and VTS Supervisor for operation of VTS-GoK at Master Control Centre, Kandla (Gujarat) for three years.
- 2.2 Bidding is open to all eligible Bidders meeting the eligibility criteria as defined in clause 3.1 of instructions to Bidder. Bidders are to note and satisfy themselves that they fulfill eligibility criteria.
- 2.3 Non-transferable Bid documents can be purchased from the office of the Director General of Lighthouses and Lightships, NOIDA between 1100 Hrs and 1600 Hrs from **01.01.2014** to **24.01.2014** on all working days on payment of **₹1,000.00 (₹One thousand only)** (Non-refundable) in the form of demand draft drawn in favour of the Pay and Accounts Officer, Lighthouses and Lightships, NOIDA. The last date of receipt of bids is **27.01.2014** (upto 1500 hrs.). Bids will be opened on **27.01.2014** at 1600 hrs. at Deep Bhawan, A-13, Sector-24, Noida in presence of the representatives of the bidders, who may wish to be present.
- 2.4 Bid document can also be downloaded from the website of the Directorate General of Lighthouses and Lightships [www.dgll.nic.in](http://www.dgll.nic.in). Such bidder shall submit Demand Draft for ₹1000/- (₹one thousand only)(Non-refundable) drawn in favour of The Pay and Accounts Officer, Lighthouses and Lightships, Noida towards cost of tender document in a separate envelop alongwith the bid duly superscribing “Cost of tender document”. Down loaded bid document not accompanied by cost of tender document will be summarily rejected.
- 2.5 Bid shall be accompanied with Earnest Money Deposit (EMD) of **₹5,00,000.00 (₹Five Lakh only)** in the form of Bank Guarantee valid for a period of 180 days from the date of opening of the bid, from a nationalized Indian Bank/RBI approved Bank issued in favour of the Director General of Lighthouses and Lightships, Noida (U.P.). The EMD of successful bidder shall be refunded without any interest within 30 days after award of the work and on submission of the Performance Bank Guarantee. The EMD of unsuccessful bidders shall be refunded within 30 days without any interest after award of the work.
- 2.6 The last date of receipt of applications from Bidders for issue of Bid documents is **24.01.2014** (upto 1600 hrs.) However in the interest of clarifications on issues which may be received from the prospective bidders, it is advisable that prospective bidders may purchase the bid document well in time so that active interaction during pre-bid meeting is ensured.

- 2.7 Bidders requiring any further information or clarification on document may inform the DGLL in writing. The last date to submit queries in writing to DGLL, Noida (U.P.), regarding Bid document is **15.01.2014 (upto 1400 hrs.)**. A Pre-bid meeting with prospective Bidders, who have purchased the Bid document, will be held on **17.01.2014** at 1500 hrs at Deep Bhavan, Noida (U.P.), to clarify the issues and to answer the queries. Bidders are advised to attend the pre bid meeting. However, non-attendance of the pre-bid meeting shall not be a cause for disqualification of the Bidder. Any substantive clarification or modification arising out of the pre bid meeting would be finalized only by addendum to Bid document. 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 document and it shall make part of the bid document and shall be submitted along with technical bid. Such outcome shall also be posted at DGLL Website. No further queries shall be entertained after the pre bid meeting.
- 2.8 The Bids submitted without Earnest money or not duly signed on each page of the bid document by the Bidder or his authorised signatory or any conditional Bid shall be treated as non-responsive & shall be summarily rejected. **An undertaking to the effect that the Price Bid does not contain any condition shall be submitted by the bidder along with the Technical Bid as per form No.9.4.**
- 2.9 The Bid completed in all respects shall be delivered to the office of the DGLL, Noida (U.P.), up to 1500 hrs on **27.01.2014**. Bids received after due date and time shall not be accepted. Technical bid (Part-I) shall be opened on the same day at 1600 hrs at Deep Bhavan, Noida, in presence of the Bidders, who may intend to attend at their own cost. Bidders 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.
- 2.10 Technical evaluation shall be carried out by a Committee. On completion of technical evaluation only, the Commercial Bids shall be opened by the Committee. It is an essential requirement to obtain 70% in the technical bid to qualify for opening of commercial bid. Commercial bids of those bidders who do not score 70% in technical bids shall not be opened. The decision of the DGLL in deciding the successful bidder shall be final and binding on the bidders.
- 2.11 The Bidder shall submit copies of Sale Tax registration certificate and income tax returns for last three years ending **31 March 2013**.
- 2.12 The Bidder shall carefully read Eligibility Criteria & instructions to Bidders, Technical requirement & Scope of work, General & Special conditions of contract, all other documents in connection with the Bid. The Bidder shall quote his rates, keeping all above points in mind.
- 2.13 The DGLL reserves the right to reject any or all the Bids without assigning any reason whatsoever. The DGLL does not bind himself to accept the lowest or any other Bid.
- 2.14 The bid comprises of outsourcing of services of VTS Manager & VTS Supervisors. The DGLL reserves to himself the right of accepting the bid. Bidder shall be bound to perform the same at the quoted rates.
- 2.15 The DGLL also reserves the right to increase/decrease the quantity of any item of work **up to 25% and the bidder shall be bound to supply the said increased/decreased** quantity at the quoted rates.

- 2.16 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.
- 2.17 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 & grand children, brothers & sisters, uncles, aunts & corresponding in laws.
- 2.18 The bidder shall give an undertaking that they have not made any 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 the PC Act (Prevention of Corruption Act) in connection with the bid **(Form No.9.4)**.
- 2.19 The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc) in connection with the bid.
- 2.20 **The bidder shall submit the original bid document duly signed on each page along with their offer having accepted the terms and conditions mentioned in the bid document.**
- 2.21 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 employee 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.
- 2.22 The Bid shall remain valid for a period of **180 days** from the date of opening of Technical Bids. The full EMD will be forfeited by the DGLL 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 DGLL prior to submission of the bid.
  - (d) The successful Bidder fails to furnish valid Bank Guarantee for Contract performance within 15 days from the date of issue of letter of intent (LOI).
  - (e) The successful Bidder fails to sign the agreement within 15 days from the date of issue of letter of intent (LOI).
- 2.23 In the event of any specified date, being or declared as a holiday by the Government of India, the specified activities shall take place on or up to the appointed time on the next working day.
- 2.24 The Notice Inviting Bids shall form the part of contract document.

2.25 All the correspondence shall be made at the following address-

The Director General,  
Directorate General of Lighthouses & Lightships,  
Deep Bhavan, A-13, Sector -24, NOIDA-201 301  
Telephone – 0120 2412507/2411286  
Fax - 0120 2411345  
Email: [dgllnoida@gmail.com](mailto:dgllnoida@gmail.com)

**Director General**  
**For and on behalf of the President of India**



**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
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**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre of VTS  
– Gulf of Kachchh, Kandla (Gujarat)**

**Section III**

**Eligibility Criteria and instructions to bidders**

**3.1 Eligibility Criteria**

- 3.1.1 It is an essential requirement that the bidder has taken up, satisfactorily executed and completed at least one similar work amounting to not less than ₹30 Lakh or **two** similar works each amounting to not less than ₹22 Lakh during last seven years ending 31<sup>st</sup> December, 2013. **Similar works means supply of services of VTS Operational Personnel to any VTS Centre.**
- 3.1.2 The bidder must have atleast one years experience in operating a VTS Centre with X-Band Marine radar, VHF R/T sets & AIS Base Station.
- 3.1.3 Technical bid of the firms not meeting the eligibility criteria mentioned in para 3.1.1 & 3.1.2 will not be evaluated.

**3.2 Essential Requirements**

- 3.2.1 The bidder shall be registered as a Ship Manning and Management Agency /VTS Manpower Supply agency with regulatory agency of the respective countries.
- 3.2.2 The average annual turnover during the last three years (ending **31<sup>st</sup> March 2013**) shall not be less than ₹5 Crores.
- 3.2.3 Solvency Certificate of ₹1,00,00,000/- (₹One Crore only) from a RBI approved Bank.

**3.3 Instructions to Bidders**

- 3.3.1 The bid shall remain valid in all the respect up to 180 days from the date of opening of the Technical bid.
- 3.3.2 The bidder shall furnish following documents alongwith the technical bid:
- i) Bank Guarantee in the prescribed proforma towards EMD.
  - ii) Proof of satisfactory execution and completion of similar works during last seven years.
  - iii) Copies of original documents defining the legal status, place of registration, principal place of business, written power of attorney of the signatory of the bidder to commit the bid,

- iv) Bank solvency certificate of ₹1,00,00,000/- (₹one crore only) & authority to seek references from the Bidder's bankers and evidence of adequacy of working capital for this contract. Report on the financial standing of the Bidder, annual turn-over of the Company, profit and loss statement and auditor's report for the past three years ending **31<sup>st</sup> March, 2013**.
- v) Information regarding works in hand and their performance.
- vi) 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,
- vii) Total monetary value of similar works performed for each of last seven years,
- viii) Key personnel available along with their personal details, proposed to be engaged for the work; with their qualification and experience.
- ix) Copies of Income Tax Return & Sales Tax Clearance Certificate for the last three years.
- x) Self attested copy of PAN Card under Income Tax Act.
- xi) Self attested copy of Service Tax Registration Number.
- xii) Self attested copy of valid registration certificate/license with the appropriate authority.
- xiii) Self attested recent passport size photograph(s) of the authorized person(s) of the firm/ agency with name, designation, Office/Residential address and office Telephone numbers. Whether the bidder is a sole proprietor/partnership firm? If partnership firm, names addresses and telephone numbers of Partners also.
- xiv) Self attested copy of valid Licence under Contract Labour Act or under any other Acts/Rules.
- xv) Proof of Average Annual turnover supported by audited Balance Sheet.
- xvi) Proof of experience supported by documents from the concerned organizations.
- xvii) An affidavit that the bidder is not blacklisted by any Government organization.
- xviii) The names of the organization and places with addresses and Performance Certificates shall be furnished with the bid documents.

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

3.3.3 For comprehending the financial terms used in the tender document, following definitions shall be followed:

- (a) **Net Worth:** Net Worth of an Enterprise is equal to the Share Holders Capital (in case of a Company the preference share capital and ordinary share capital) plus the retained Earnings i.e. the reserve funds. In short, it is equal to Owners equity plus retained profit including free reserves.
- (b) **Current Assets:** Current Assets are those assets which can be converted into liquid position i.e. into cash over a short period say 12 months. The Components of current assets are the following-
  - Short term Investments
  - Short Term Debtors
  - Stock Inventory
  - Cash and Bank Balance etc

- (c) **Current Liabilities:** Similar to current assets. The current liabilities are the liabilities of an entity which are payable in the recent future say within 12 months. They are-
- Bank Over Draft
  - Short Term Creditors
  - Bills Payable
  - Outstanding Short Term Liabilities etc
- (d) **Current Ratio:** The total current assets are divided by the total current liabilities to arrive at the current ratio. It is also known as working capital ratio. It shows whether the short-term liabilities are amply covered by the short term/current assets.
- (e) **Quick Ratio or Acid Test Ratio:** This ratio is further finer tool to know the immediate liquidity position of an entity. The sum total of current assets which can immediately be converted into cash, such as short term debtors and inventory of finished stocks and the balance of cash in hand and at bank etc. are to be divided by the sum total of the immediate current liabilities such as short term over draft and short term creditors etc.
- (f) **Aggregate Net Cash Accrual:** The net cash accrual is arrived at after netting of the total cash inflow and total cash outflow irrespective of the nature of payments. The aggregate net cash accrual is the sum total of the net cash accruals of various entities forming a joint venture or an associations of persons.
- 3.3.4 The bidder shall bear all costs associated with the preparation and delivery of the bid and the employer will in no case be responsible or liable for those costs.
- 3.3.5 Prospective Bidder requiring any further information or clarification on the Bid document may notify the employer in writing / fax/e-mail at the Employers mailing address indicated in the Notice Inviting Bids. The last date to submit queries to the Employer on bid document is **15.01.2014 (upto 1400 hrs.)**. The queries so received shall be dealt in accordance with clause 3.3.6.
- 3.3.6 A pre-bid meeting with prospective Bidders, who have purchased the bid documents, will be held on **17.01.2014** (at 1500 hrs.) at the Deep Bhavan, Noida to clarify the issues & to answer the queries. Bidders are advised to attend the pre- bid meeting. However, non-attendance of the pre-bid meeting shall not be a cause for disqualification of the Bidder. Any substantive clarification or modification arising out of the pre-bid meeting would be finalized only by addendum to bid 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.
- 3.3.7 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.
- 3.3.8 The amendment shall be part of the bid document and will be notified in writing or by Fax or e-mail to all prospective Bidders. Bidders are required to acknowledge receipt of any such amendment to the bid documents.

### 3.3.9 Language of the bid

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

### 3.3.10 Preparation of Bid

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

3.3.10.2 The technical bid shall be submitted in 2 copies, shall comprise the following –

- (a) Detailed proposal in accordance with the bid document.
- (b) Documentary evidence establishing, in accordance with instructions to Bidder, that the Services to be supplied by the bidder conform to the bid document.
- (c) Documentary evidence establishing, in accordance with Instructions to Bidder, that the bidder is eligible to bid.
- (d) Documentary evidence establishing, in accordance with Instructions to Bidder, that the bidder is qualified to perform the Contract if the bid is accepted.
- (e) All the documents as mentioned in Para 3.3.2.
- (f) Earnest money of Indian ₹5,00,000.00 (₹Five Lakh only) in the **form of bank guarantee** from a Nationalized Indian bank/ RBI approved bank, issued in favour of the Director General of Lighthouses & Lightships, Noida .
- (g) An undertaking to the effect that the price bid does not contain any condition as per form 9.4.
- (h) A copy of the agreement entered into by the Joint Venture/Consortium partners along with an authorization letter signed by legally authorized signatories of all the parties on a judicial stamp paper of ₹100/- nominating Indian partner as lead Partner in charge.
- (i) An undertaking to the effect that works will be carried out in accordance with the law of the land.

3.3.10.3 The Commercial bid shall contain Bill of quantities (BOQ at section VII) duly filled in accordance with instructions to bidders.

### 3.3.11 Bid Price

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

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

### 3.3.12 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.

### **3.3.13 Filling of Bid**

- 3.3.13.1 All the rates and amount shall be quoted in whole denomination of the Indian Rupee.
- 3.3.13.2 The rate of each item shall be quoted both in words and figures. The amount in figures shall be written in such a way that interpolation is not possible.
- 3.3.13.3 Rates quoted by the bidder in figures and words shall be accurately filled in, so that there is no discrepancy in the rate written in figures and words. However, if a discrepancy is found, the rates that correspond with the amount worked out by the Bidder, shall be taken as correct. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rates quoted by the bidder in words shall be taken as correct. Where the rate quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the bidder, shall be taken as correct and not the amount.
- 3.3.13.4 No amount shall be paid to the Contractor for the item for which no rate or amount is quoted by the Bidder, but the contractor shall be bound to do that job/work free of cost (on zero amount). Moreover, for comparison purpose, highest rate quoted by other bidders shall be loaded for the subject component/item.
- 3.3.13.5 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.
- 3.3.13.6 Any bid received by the employer after the last date & time of submission shall be rejected without any intimation to the bidder.
- 3.3.13.7 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.
- 3.3.13.8 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.
- 3.3.13.9 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.
- 3.3.13.10 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.

### **3.3.14 Sealing and marking of Bid**

3.3.14.1 The bid shall be submitted in two separate wax-sealed envelopes duly marked Part-I 'Technical Bid' & Part-II 'Commercial Bid'. These two envelopes will be kept in another large envelope duly sealed and super scribed with the name of work, NIB no, name of Bidder, name & address of the Employer. Part-I 'Technical Bid' shall contain:

- (a) Valid EMD.
- (b) All documents mentioned in clause No.3.3.2
- (c) All related documents except B.O.Q. of works.

3.3.14.2 The envelope marked Part II 'Commercial Bid' shall contain Bill of Quantities (B.O.Q.) of works' quoting the unit price, amount against each item with grand total. There shall not be any condition attached with commercial bid. An undertaking to this effect shall be enclosed with Technical Bid.

3.3.14.3 The envelope marked Part I 'Technical Bid' will be opened on 27.01.2014 at 1600 hrs in the office of the DGLL, Noida. At the time of opening of the Technical Bids, the Commercial Bids shall be kept in sealed condition, which will be opened after completion of Technical evaluation of all the bids for which all the bidders shall be informed. The 'Commercial Bid' will be opened only when valid E.M.D. is received with Technical Bid and the bidder satisfies eligibility criteria and qualifies for opening of Commercial Bid.

### **3.3.15 Evaluation of Bids**

3.3.15.1 To assist in the examination, evaluation and comparison of bids, DGLL 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.

3.3.15.2 Evaluation of bids shall be carried out by a committee as per evaluation criteria given in Section VIII. The decision of the Employer in deciding successful bidder shall be final and binding on the bidder.

### **3.3.16 Award of work and signing the agreement**

3.3.16.1 The employer shall award the Contract to the bidder whose bid has been determined to be responsive to the bid document and who has offered the lowest bid price, provided that such bidder has been determined to be –

- (a) Eligible in accordance with the provisions of Clause 3.1 and
- (b) Qualified in accordance with the provisions of Clause 3.3.15.

3.3.16.2 The employer shall award the contract within 180 days of the opening of the Technical bid.

3.3.16.3 The bidder whose bid has been accepted shall be notified of the award by the DGLL prior to expiry of the bid validity period by cable, telex or facsimile confirmed by registered letter. This letter will state the sum that the Employer shall pay the Contractor in consideration of the execution of work by the Contractor as prescribed in the Contract.

- 3.3.16.4 The notification of award will constitute the formation of the Contract subject to the furnishing of a contract performance bank guarantee. Within 15 days of receipt, the successful bidder will furnish the contract performance bank guarantee and sign the Agreement with the employer.
- 3.3.16.5 The contractor shall deploy his personnel only after obtaining the Directorates approval duly submitting curriculum vitae (CV) and attested photocopy of CDC of the personnel. Directorate shall be informed at least one month in advance and contractor shall obtain the approval.
- 3.3.16.6 The Agreement will incorporate all correspondences between the employer and the successful bidder. It will be signed by the employer and successful bidder within 15 days following the notification of award along with the Letter of Acceptance.
- 3.3.16.7 The rates shall be valid for a period of 3 years however the agreement will be executed for period of one year, which will be subsequently renewed every year on satisfactory performance.
- 3.3.16.8 The E.M.D. of the successful Bidder shall be refunded without any interest within 30 days after the award of contract and submission of Performance Bank Guarantee valid upto 3 months beyond the date of completion of work. The earnest money deposit of the unsuccessful bidders shall also be refunded within 30 days, without any interest, after award of the contract.

**Director General**  
**For and on behalf of the President of India**

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.)- 201 301**

**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre of VTS  
– Gulf of Kachchh, Kandla (Gujarat)**

**Section IV**

***GENERAL CONDITIONS OF CONTRACT***

**4.1 Definitions:** In the Contract, the following words and expressions shall have the meanings hereby assigned to them (words indicating persons or parties include any legal entities) except where the context requires otherwise.

**4.1.1 The Contract:**

4.1.1.1 **“Contract”** means Special and General conditions, the specifications, the drawings, the schedule of works, the tender, the letter of acceptance, the Contract agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

4.1.1.2 **“Contract Agreement”** means the contract agreement referred to in Sub-clause “Contract Agreement”, including any annexed memoranda.

4.1.1.3 **“Employer’s Requirements”** means the document entitled employer’s requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.

4.1.1.4 **“Bid”** means the Contractor’s signed offer for the works and all other documents which the Contractor submitted therewith for the execution and completion of the work and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

4.1.1.5 **“Contract Performance Bank Guarantee”** and **“Schedule of Payments”** mean the documents so named (if any), as included in the Contract.

**4.1.2 Parties and Persons**

**“Party”** means the Employer or the Contractor, as the context requires.

4.1.2.1 **“Employer”** means the President of India acting through the Director General of Lighthouses & Lightships NOIDA (U.P.), Ministry of Shipping, Government of India (hereinafter referred to as ‘DGLL’ which expression shall unless excluded by or repugnant to the context or meaning thereof include its successor in office and assignee).



4.1.2.2 **“Contractor”** means the person(s), firms, or company whose bid has been accepted by the employer and the legal successor but not (except with the consent of the employer) any assignee of such person.

4.1.2.3 **“Employer’s Representative”** means the person named by the Employer in the Contract or appointed from time to time by the Employer under Sub-Clause “The Employer’s Representative”, who acts on behalf of the Employer.

4.1.2.4 **“Contractor’s Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause “Contractor’s Representative”, who acts on behalf of the Contractor.

4.1.2.5 **“Employer’s Personnel”** means the Employer’s Representative, the assistants referred to in Sub-Clause “Other Employer’s Personnel” and all other staff, labour and other employees of the Employer and of the Employer’s Representative; and any other personnel notified to the Contractor, by the Employer or the Employer’s Representative, as Employer’s Personnel.

4.1.2.6 **“Contractor’s Personnel”** means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of Each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

4.1.2.7 **“Directorate”** means the Directorate General of Lighthouses & Lightships, Ministry of Shipping, Government of India, Deep Bhavan, A-13, Sector-24, NOIDA (UP) 201 301.

#### **4.1.3. Dates, Tests, Periods and Completion**

4.1.3.1 **“Base Date”** means the last date for submission of the Bid.

4.1.3.2 **“Commencement Date”** means the date of issue of written order to start the work.

#### **4.1.4 Other Definitions**

4.1.4.1 **“Country”** means the country in which the Site is located, where the Permanent Works are to be executed.

4.1.4.2 **“Employer’s Equipment”** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer’s Requirements; but does not include Plant which has not been taken over by the Employer.

4.1.4.3 **“Force Majeure”** is defined in Clause **“Force Majeure”**.

4.1.4.4 **“Laws”** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

4.1.4.5 **“Performance Guarantee”** means the security (or securities, if any) under Sub-Clause **“Performance Guarantee”**.

4.1.4.6 **“Variation”** means any change to the Employer’s Requirements or the Works, which is instructed or approved as a variation under Clause **“Variations and Adjustments”**.

## 4.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) Works indicating one gender include all genders;
- (b) Works indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing, and
- (d) “Written” or “In Writing” means hand-written, type-written, printed or electronically made, and resulting in permanent record.

The marginal works and other headings shall not be taken into consideration in the interpretation of these conditions.

## 4.3 Communication

4.3.1 For the giving/issuing of approvals, certificates, consents, notices and requests, these communications shall be:

- (a) In writing and delivered by hand (against receipt), sent by Registered Post or Fax Message; and
- (b) Be delivered, sent or transmitted to the address stated in the contract. However,
  - (i) If the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) If the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed.

4.3.2 The contractor shall be contactable at all times and message sent by phone/e-mail/FAX/Special Messenger from the Directorate to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall strictly adhere to the instructions issued by the Directorate in fulfillment of the contract from time to time.

**4.4 Law and Language:** The Contract shall be governed by the Indian Law. All documents related to bid shall preferably be in English language. The language for communications shall be English. Any printed literature furnished by the Bidder may be written in another language provided that this literature is accompanied by an English Translation, in which case, for purpose of interpretation of the bid, the English translation shall prevail. Law suits and other proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law at Delhi/New Delhi, India.

**4.5 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) Scope of Work
- (c) The Special Conditions of Contract,
- (d) The General Conditions of Contract,
- (e) The employer's requirement,

**4.6 Contract Agreement:** The Contract shall come into full force and effect on the date stated in the Contract Agreement. The costs of stamp duties and similar charges (if any) payable under laws in connection with entry into the Contract Agreement shall be borne by the bidder. The bidder shall bear all costs associated with the preparation and delivery of his bid and the Employer shall in no case be responsible or liable for those costs.

**4.7 Assignment:** The contractor shall not assign any work without prior approval of the employer whose decision is final and binding upon the contractor.

**4.8 Care and Supply of Document:** Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. The Contractor shall supply to the Employer **two** copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Employer's Requirements, the Contractor's Documents, and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the works, the Party shall promptly give notice to the other Party of such error or defect.

**4.9 Confidentiality:** Both Parties shall treat the details of the Contract as Private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous consent of the Employer in writing.

#### **4.10 Contractor's Use of Employer's Documents**

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, in writing, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

#### **4.11 Confidential Details:**

The Contractor shall not be required to disclose, to the Employer, any information, which the Contractor described in the bid as being confidential. The Contractor shall, however, disclose any other information, which the Employer may reasonably require in order to verify the Contractor's compliance with the Contract.

#### **4.12 Compliance with Laws:**

- 4.12.1 The Contractor shall, in performing the Contract, comply with all applicable Laws.
- 4.12.2 The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.
- 4.12.3 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), etc. with regard to the personnel engaged by him.
- 4.12.4 The persons supplied by the contractor should not have any adverse Police records/criminal cases against them. The antecedents of staff deployed shall be got verified by the contractor from local police and an undertaking in this regard to be submitted to the Directorate.

#### **4.13 Joint Venture/Consortium**

Joint venture is allowed with not more than two partners. If a Bidder constitutes (under applicable laws) a joint venture or consortium, they shall submit and comply with the following requirements:

- (a) There shall be a Joint Venture Agreement (as per form 9.5) Specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the Indian partner shall be the lead partner. A copy of the Joint Venture agreement in accordance with requirements mentioned in Form 9.5 shall be submitted along with the bid.
- (b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- (c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- (d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- (e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).

- (f) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- (g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- (h) The bid submitted shall include all the relevant information as required and furnished separately for each partner.

#### 4.14 **Permits, Licenses or Approvals**

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- (a) By obtaining copies of the laws of the Country which are relevant to the Contract but are not readily available, and
- (b) For the Contractor's applications for any permits, licenses or approvals required by the Laws of the Country, which the Contractor is required to obtain under Sub-Clause "Compliance with Laws".

#### 4.15 **The Employer's Representative**

The Employer may appoint an Employer's Representative to act on his behalf under the Contract. In this event, he shall give notice to the Contractor of the name, address, duties and authority of the Employer's Representative.

The Employer's Representative shall carry out the duties assigned to him, and shall exercise the authority delegated to him, by the Employer. Unless and until the Employer notifies the Contractor otherwise, the Employer's Representative shall be deemed to have the full authority of the Employer under the Contract, except in respect of "**Termination by Employer**".

If the Employer wishes to replace any person appointed as Employer's Representative, the Employer shall give the Contractor notice of the replacement's name, address, duties and authority, and of the date of appointment.

#### 4.16 **Contract Performance Guarantee.**

- 4.16.1 Within 15(fifteen) days after the issue of letter of intent for award of the Contract by the Employer, the Contractor shall furnish a *Contract Performance Bank Guarantee* for due performance of the contract till the expiry of contract period, which shall be equivalent to the 10% of the value of the contract, as per the form 9.2, from a nationalized/RBI

approved bank. Failure of the Contractor to furnish the required Bank guarantee by due date shall constitute sufficient grounds for the annulment of the award and forfeiture of the E.M.D.

- 4.16.2 Contract Performance Bank Guarantee shall be in the name of the Director General of Lighthouses & Lightships, 'Deep Bhavan' A-13, Sector-24, NOIDA, Distt. Gautam Budh Nagar (UP) 201 301.
- 4.16.3 The Contract Performance Bank Guarantee shall be valid beyond three months from the date of completion of the work and the same will be released after the successful completion of contract period.
- 4.16.4 The Employer shall not make a claim under the Contract Performance Guarantee, except for amounts to which the Employer is entitled under the Contract in the event of:
- (a) Failure by the Contractor to extend the validity of the Contract Performance Bank Guarantee as described in the preceding paragraph, in which event the Employer may claim the full amount of the Contract Performance Bank Guarantee,
  - (b) Circumstances, which enables the Employer to terminate under sub-Clause **"Termination by Employer"**, irrespective of whether notice of termination has been given.

The Employer shall return the Contract Performance Bank Guarantee to the Contractor after the successful completion of work during contract period.

#### **4.17 Contractor's Representative**

- (a) The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.
- (b) Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent, the name and particulars of the person, the Contractor proposes to appoint as contractor's Representative. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall immediately submit the name and particulars of another suitable person for such appointment. In the event of the employer asking the contractor to remove a person from his staff stating the reasons, the contractor shall ensure that the person leaves the site immediately and has no further relations with this work.
- (c) The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- (d) The Contractor's Representative shall, on behalf of the Contractor, receive instructions.
- (e) The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the Delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- (f) The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause **"Law and Language"**.

**4.18 Responsibility for Accidents:**

The Contractor shall be responsible for any accidents or damages to the work during the work and they shall restore and make good such injury at their own expenses.

**4.19 Sufficiency of the Contract Price.**

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price.

**4.20 Staff**

- (a) The contractor shall get the personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel below 65 years shall be deployed for duty and will keep in record a certificate of their medical fitness.
- (b) The personnel engaged should be courteous, disciplined and well mannered.
- (c) The contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- (d) The Contractor's Personnel shall be appropriately qualified as prescribed in the clause 6.1 for the respective post of VTS Manager/Supervisor, skilled and experienced in their respective occupations. The Employer may require the Contractor to remove the person(s) employed on the Site, who:
  - (i) Does not possess the requisite qualifications experience.
  - (ii) Persists in any misconduct or carelessness,
  - (iii) Carries out duties negligently,
  - (iv) Fails to conform with any provisions of the Contract, or
  - (v) Persists in any conduct, which is prejudicial to safety, health, or protection of the environment.
  - (vi) whose integrity is found doubtful & will fully communicate any information in his possession to unauthorized person.
- (e) No staff shall be utilized to work in shift for more than 8 hours at a stretch and not more than 48 hours a week.
- (f) The Contractor shall not recruit, or attempt to recruit, staff from amongst the Employer's Personnel.
- (g) Salary, housing, transport to the staff deployed for VTS Operation shall be responsibility of the Contractor.
- (h) The Directorate shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract.
- (i) Contractor shall not change the staff without prior approval of the Employer. If change is unavoidable intimation shall be given to employer at least 30 days in advance with credentials of the new staff as the same is to be verified by the employer.

**4.21 Payment in Applicable Currencies**

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

#### 4.22 **Cessation of Employer's Liability**

The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

#### 4.23 **Termination by Employer**

The Employer shall terminate the Contract if the Contractor-

- (a) Abandons the Work or otherwise plainly demonstrates the intention not to continue performance of his obligation under the Contract,
- (b) Subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (c) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (d) Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward-
  - (i) For doing or forbearing to do any action in relation to the Contract, or
  - (ii) For showing or forbearing to show favour or disfavour to any person in relation to the Contract, or
  - (iii) If any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 15 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (c) & (d), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. After termination, the Employer may complete the Works and/or arrange for any other entities to do so.

#### 4.24 **Employer's Entitlement to Termination**

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the dates on which the Contractor receives this notice.

#### 4.25 **Risk and Responsibility**

- (a) The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of Bodily injury, sickness, disease or death, of any person whatsoever during execution of work or breach of the Contract by the Employer.



- (b) The Contractor shall be bound to carry out the instruction given by the Directorate from time to time.
- (c) The contractor shall ensure that its personnel shall not at any time, divulge or make known any trust, disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative/organizational matters which they came across during performance of their official duties in the Directorate.
- (d) The contractor's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in this Directorate under the provisions of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. **Undertaking from the persons to this effect shall be required to be submitted by the contractor to this Directorate.**
- (e) The Contractor shall be responsible to maintain all property and equipment of the Directorate entrusted to it for carrying out operation.
- (f) If the Directorate suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency then the contractor shall be liable to reimburse to the Directorate for the same.
- (g) The Directorate shall not be liable for any loss/damage to their personal belongings or vehicles of the personnel of the contract.

#### 4.26 **Insurance against Accident etc. to Workmen**

The Contractor shall insure and shall maintain insured against his liability under Clause "Risk and Responsibility" and shall from time to time when so required by the Employer produce the policy and the receipts for the premium for satisfactory evidence of insurance cover. The terms of any such policy shall also include the Provision to indemnify the Employer provided always that in respect of any persons employed by any Sub-contractors, the contractor's obligation under this sub clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required the policy, the receipt for the premium for satisfactory evidence of insurance cover.

#### 4.27 **Remedy on Failure to Insure**

If the Contractor shall fail to effect and keep in force the insurances referred to in these conditions, the Employer may effect and keep in force any such insurance and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the Employer from any money due or which may become due to the Contractor under the contract or recover the same as a debt from the contractor.

#### 4.28 **Force Majeure**

##### 4.28.1 **Definition of Force Majeure**

In this Clause, "Force Majeure" means an exceptional event or circumstance-

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and

- (d) Which is not substantially attributable to the other Party.

Force Majeure shall include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies with India
- (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

#### **4.28.2 Notice of Force Majeure**

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 15 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

#### **4.28.3 Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

#### **4.29 Arbitration:**

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

**4.30 Litigation**

Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required at the risk and cost of the Contractor.

**4.31 Extra Work**

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

**4.32 Interest on money due to the Contractor:**

The Contractor shall not be entitled to interest or damage for loss of interest upon any amount lodged as deposits with the Department or upon payments in arrears or upon any balance, which may, on the final settlement on their account, be due to him/them.

**Director General  
For and on behalf of the President of India**

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
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A-13, SECTOR –24, NOIDA (U.P.)- 201 301**

**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre  
of VTS – Gulf of Kachchh, Kandla (Gujarat)**

**Section V**

**SPECIAL CONDITIONS OF CONTRACT**

**5.1 GENERAL**

The contractor shall have his own Establishment/ Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

**5.2 FRAMING OF CONTRACT**

This contract shall be framed and operated as an Indian Contract in all the respects and in conformity with Indian laws. Law suits and others proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law of Noida, India.

**5.3 PAYMENT FOR WORKS**

The Contract provides for payment of the Contract Price in Indian Rupees only as per schedule as mentioned in section VII. VAT, Work Contract Tax and Service Tax, as applicable, shall be paid extra as mentioned in Clause 5.7. The bidders are required to explicitly quote for these components in their bid failing which their bid shall be liable to be rejected.

**5.4 Penalty clause:**

- (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of Master Mariner absent on that particular day shall be levied by the Directorate and the same shall be deducted from the contractor's bills.
- (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned shall be levied.
- (c) In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of ₹20,000/- (₹Twenty Thousand only) for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the premises immediately.

- (d) In case the contractor fails to commence the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the Directorate reserves the right to impose the penalty leading to deduction upto a maximum of 20% of the total amount of bill for a particular month.
- (e) **In the case of default as mentioned in (d) above, the Directorate reserves the right to terminate the contract and withhold the agreement and get this job carried out by a third agency. The difference if any will be recovered from the defaulter's (contractor's) bill and he shall also be black listed to participate in such type of tender apart from forfeiture of performance bank guarantee.**
- (f) The contractor shall suo motu not change the VTS personnel without prior approval of Employer. If change is needed, the contractor shall provide a list of suitably qualified candidates at least one month in advance to enable the Employer to approve the proposal of change.

#### **5.5 Paying Authority and Payment Conditions**

- (a) All the payments will be made by the Deputy Director General, VTS, Directorate of Lighthouses & Lightships, MCC, Kandla.
- (b) The Contractor shall maintain a register in which day to day deployment of personnel will be entered. The payment would be made on monthly basis based on the actual shift manned by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Directorate and the contractor/his representative/ personnel authorized by him. No other claim on whatever account shall be entertained by the Directorate.
- (c) The payment to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor.
- (d) The contractor shall submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- (e) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Directorate, such money shall be deemed to be payable by the contractor to the Directorate within seven days. The Directorate shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- (f) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Directorate from the agency.
- (g) If any underpayment is discovered, the amount shall be duly paid to the agency by the Directorate.
- (h) The contractor shall disburse the remuneration/wages to its staff deployed at MCC Kandla every month through ECS or by Cheque.
- (i) In the event of default being made in the payment of any money in respect of remuneration/wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Directorate may, failing payment of the said money by the contractor, make

payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable from the contractor.

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

5.7 The payment by the Employer towards VAT, WCT and Service Tax as applicable shall be made extra as per actual. The contractor shall submit proof of payment of these duties/taxes.

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

5.9 Any notified change in the VAT, WCT and sales tax (both increase and decrease) shall be on Employer's account. For such claims of variations, the Bidder shall produce the Government notification as documentary evidence.

5.10 The contractor shall pay Income Tax on all payments made to him under the contract. The Income Tax and Surcharge shall be recovered from the contractor from his bills at the appropriate rate as per the relevant provision of prevalent Income Tax Act.

5.11 The Employer shall not make any direct payment to sub-contractors or to any other contractor's agent.

5.12 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.

### **5.13 ACCIDENTS**

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

### **5.14 SECURITY**

While evaluating the bids, consideration would be paid to national defense and security considerations.

### **5.15 EMPLOYMENT OF FOREIGNERS**

5.15.1 If any foreigner is employed by the contractor to work on the sites under this contract, the later shall ensure that such a foreigner possesses the necessary special permission issued by the Civil Authorities in writing and also comply with the instructions issued therefore, from time to time. In the event of any lapse in this regard on the part of such foreigner, the Contractor shall be personally held responsible for the lapse and the Employer shall not be liable in any event.

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

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

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

#### **5.16 RIGHT OF THE EMPLOYER**

5.16.1 The Bid documents issued to the intending Bidders, Bid terms arrived at during process of clarifications together with the letter of acceptance thereof, shall constitute a binding contract between the successful Bidder and the Employer and shall form the foundation of the rights and obligation on both the parties. If there are varying or conflicting provisions made in any document forming part of the contract, the Employer shall be the deciding authority with regard to the intention/interpretation of the document and his decision shall be binding without any reservations.

5.16.2 The right to carry out the work either in conformity with or in a manner entirely different from the terms of this Bid document that may be most suitable before or subsequent to the receipt of Bids due to exigencies of work, is reserved with the Employer.

5.16.3 Any error in description, quantity or rate in schedule of works, or any omissions there from shall not vitiate the contract or release the contractors from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

#### **5.17 KNOWLEDGE OF THE LAWS OF THE LAND**

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

**Director General  
For and on behalf of the President of India**

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.)- 201 301**

**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre  
at VTS – Gulf of Kachchh, Kandla (Gujarat)**

**Section VI**

**Technical Requirement & Scope of Work**

**6.1. Technical Requirement**

(a) All services shall be performed by persons qualified and skilled in performing such services as per the criteria indicated for each category.

(b) **VTS Manager (One number)**

**Essential Qualification:**

- (i) Certificate of Competency as Master (Foreign going).
- (ii) Five year experience of Sea Service of which one year should be in command of Foreign going ships.  
(Sea service means the duties performed by an individual holding the appropriate Continuous Discharge Certificate either on home trade or foreign going ships defined under Merchant Shipping Act 1958).

**Desirable**

Three years experience of working as Licensed Pilot in a Port.

(c) **VTS Supervisor (Four number)**

**Essential Qualification:**

- (i) Certificate of Competency as Master Near Coastal Vessel (N.C.V.)
- (ii) Five years Sea-service of which one year shall be as the Chief Officer of the Near Coastal Vessel (N.C.V.).  
(Sea service means the duties performed by an individual holding the appropriate Continuous Discharge Certificate either on home trade or foreign going ships defined under Merchant Shipping Act 1958).

**Desirable**

- (i) One year experience of working a Licensed Pilot in a Port.



- (ii) Having completed the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) training module V-103/1, V-103/2 & V-103/3.
- (iii) Experience in operation of Vessel Traffic Service system.

## 6.2 Details of Manpower Required at MCC Kandla

All the manpower will be placed at Master Control Centre Kandla under the VTS Manager who will prepare duty roster for shift operation. There will be three shifts in a day. Each shift will have one VTS Supervisor and four VTS console operators. **Required number of VTS Operators shall be provided by the DGLL.** Leave/off duty requirement will be worked out from the additional staff provided at the MCC.

Total Manpower	VTS Manager	- 01
	VTS Supervisor	- 04
	<b>Total</b>	<b>- 05</b>

## 6.3 Scope of Work

### 6.3.1 DUTIES AND RESPONSIBILITY

The operational staff manning the shift will be responsible for monitoring of the Vessels in the limit of VTS- GOK and will perform advisory function in advising the vessels in transit. They will interact with various port monitor in the Gulf of Kachchh through VHF and ensure smooth movement of vessels. Duties and responsibilities enumerated below for each category are general in nature and will be further guided by the Directorate from time to time. A standard operating procedure (SOP) is already in vogue at MCS which will be followed in letter and spirit.

#### 6.3.2 VTS Manager

- a) VTS Manager will be over all in charge of operation of the VTS – GOK. He will be responsible to DDG VTS for satisfactory and efficient operation of the system in order to ensure uninterrupted service of the VTS -GOK.
- b) He will prepare duty roster of VTS personnel for shift operation.
- c) He will be responsible for vessel movements in the entire VTS-GoK area and their proper co-ordination.
- d) He will be responsible for regular promulgation of information broadcasts.
- e) He will be responsible for updating of ENC charts of the areas.
- f) He will arrange, in case of any interruption/failure of the navigational aids, for the prompt promulgation of notices to Mariners under the laid down procedure.
- g) He will perform any other duties as assigned from time to time.

#### 6.3.3 VTS Supervisor

- a) VTS Supervisor on duty shall have oversight of the whole Gulf of Kachchh VTS area and shall maintain a comprehensive “traffic image” of the area to ensure the safe and efficient movement of vessel traffic.
- b) He will be responsible for vessel movements in the entire VTS-GoK area and their proper co-ordination during the duty hours.
- c) He will Monitor Vessel Traffic and ensure that the statutory regulations and guidelines are followed.

- d) He will provide vessels navigating within the VTS-GoK area of responsibility with the necessary information to achieve a safe passage through the area.
- e) He will ensure that information on weather, tides and other relevant navigational information is promulgated in a timely manner.
- f) He will monitor maximum drafts for the anchorages within the VTS-GoK area.
- g) He will monitor and report to concerned authorities any situation where non-compliance with regulations, plans and procedures is observed.
- h) He will maintain log reports and statistics pertaining to events and incidents in the VTS-GoK area in VTS official log.
- i) He will supervise the operators during his shift and provide necessary guidance.
- j) Any other duties as assigned from time to time.

**6.3 Watch change over process.**

- a) Handing/taking over is an important process and it shall be done to the satisfaction of the watch taking over officer.
- b) The person shall not leave the post unless relieved by another qualified person. Taking over team should report 15 minutes prior to commencement of the watch.
- c) The person on duty must not be distracted from his role by other personnel and will not be relieved without the provision of a comprehensive handing-over of information.
- d) System malfunction and the system problems are to be logged in VTS equipment log.
- e) Ship visit instances to be authenticated by the VTS Manager/Supervisor on duty.
- f) VTS Manager/Supervisor shall make adequate arrangements for operators requesting short absence from the console.

**6.4 Statement of Compliance**

The Contractor shall give point by point statement of compliance in his offer.

**Director General  
For and on behalf of the President of India**

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
A-13, SECTOR –24, NOIDA (U.P.)- 201 301**

**GLOBAL COMPETITIVE BID**

**Providing Services of VTS Manager and VTS Supervisor for Manning Master Control Centre  
at VTS – Gulf of Kachchh, Kandla (Gujarat)**

**Section VII**

**Bill of Quantity**

<b>S.No.</b>	<b>Description of item of work</b>	<b>Qty.</b>	<b>Rate per month (in ₹)</b>	<b>Per</b>	<b>Amount for 12 months (in ₹)</b>
<b>1.</b>	Supply of services of VTS Manager for	<b>01</b>		<b>Person</b>	
	i) first year				
	ii) second year				
	iii) third year				
<b>2.</b>	Supply of services of VTS Supervisor for	<b>04</b>		<b>Person</b>	
	i) first year				
	ii) second year				
	iii) third year				

**Note:**

- (i) For Technical requirement (qualifications) of VTS-personnel para 6.1 may be referred.
- (ii) Rate of Tax (i.e. VAT, WCT & Service Tax) as applicable may be indicated separately.
- (iii) Rate must be valid for entire period of contract.

**Signature of Bidder**

**Director General  
For and on behalf of the President of India**

**Government of India  
Ministry of Shipping  
Directorate General of Lighthouses and Lightships  
Deep Bhavan, A-13 sector-24, Noida (U.P.) – India.**

**GLOBAL COMPETITIVE BIDDING**

**Providing Services of VTS Manager and VTS Supervisor and for Manning Master Control  
Centre of VTS – Gulf of Kachchh, Kandla (Gujarat)**

**Section VIII**

**EVALUATION CRITERIA OF TECHNICAL BID**

**8.1 General**

8.1.1 The Bids shall be evaluated technically and commercially by a Committee. It is mandatory on the part of the bidder to score a minimum of 70% to qualify for the opening of commercial bid.

8.1.2 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.

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

**8.2 Technical Evaluation**

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

Sl. No.	Attributes	Max Marks	Evaluation criteria
<b>1</b>	<b>Statutory Requirements</b>	<b>15</b>	
i)	Self attested copy of valid registration as VTS manpower supply agency/ship Manning & Management Agency	5	
ii)	Self attested copy of PAN card	2	
iii)	Self attested copy of Service Tax registration	2	
iv)	Affidavit that bidder is not blacklisted	2	
v)	Details of ownership	3	
vi)	Undertaking of illegal gratification as per clause 2.18	1	
<b>2</b>	<b>Financial Standing of the Firm</b>	<b>20</b>	
i)	Proof of average annual Turnover for last 3 years	10	i) 60% marks for minimum eligibility criteria. ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis.

ii)	Annual Report/Audited balance sheet	4	
iii)	Income tax return for 09-10, 10-11, 11-12	2	
iv)	Solvency Certificate.	4	Based on the bank Certificate.
<b>3</b>	<b>Experience in manning of operation of VTS and quality of Man power</b>	<b>55</b>	
i)	Experience in similar class of work of as per para 3.1	20	i) 60% marks for minimum eligibility criteria. ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) on pro-rata basis
ii)	No. of VTS Manager qualified as per section 6.1 (b) of bid document.	20	
iii)	No. of VTS Supervisors qualified as per section 6.1 (c) of bid document.	15	
<b>4.</b>	<b>Performances of works</b>	<b>10</b>	i) Very Good 10
			ii) Good 7.5
			iii) Fair 5
			iv) Poor 0
	Total	100	

Signature of Bidder

**Director General**  
For and on behalf of the President of India

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRCTORATE GENERAL OF LIGHTHOUSES AND LIGHTSHIPS  
DEEP BHAVAN, A-13, TULSI MARG, SECTOR –24  
NOIDA (U.P.) 201 301**

**Proforma of Bank Guarantee for E.M.D**  
(To be stamped in accordance with Stamp Act)

**Bank Guarantee No.....**

**Dated \_\_\_\_\_**

1. In consideration of the president of India (hereinafter called "The Government" having offered to accept the terms and conditions of the proposed agreement between .....and ..... (hereinafter called "the said Contractor(s)") for the work ..... (hereinafter called " the said work agreement") having agreed to production of an irrevocable Bank Guarantee for ₹ ..... (₹ .....only) as a security/Guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We .....(indicate the name of the Bank)..... do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹..... (₹ .....only)
3. We, the said Bank further undertake to pay the Government any money so demanded notwithstanding any disputes or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. We, .....(indicate the name of the Bank)..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall continue to be enforceable till all the dues of the Government under or by virtue of the said Government have been fully paid and its claims satisfied or discharged or till DGLL on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.
5. We, .....(indicate the name of the Bank)..... further agree with the Government that the Government shall have the fullest liberty without consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act omission on the part of the Government or any indulgence by the

Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We, .....(indicate the name of the bank)..... lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to ..... Unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹..... (₹.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the..... day of..... for ..... (indicate the name of the bank)

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES AND LIGHTSHIPS  
DEEP BHAVAN, A-13, TULSI MARG, SECTOR –24  
NOIDA (U.P.) 201 301**

**Proforma of Bank Guarantee for Contract Performance**  
(To be stamped in accordance with Stamp Act)

Bank Guarantee No .....

Ref.....

Date.....

To

The President of India  
Acting through the Director General,  
Directorate General of Lighthouses & Lightships,  
Deep Bhavan, A-13, Tulsi Marg,  
Sector-24, Noida - 201 301 (U.P.)

Dear Sirs,

In consideration of the President of India through the Director General of Lighthouses & Lightships, NOIDA (hereinafter referred to as 'DGLL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/S..... with its registered/ Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract namely for providing services of VTS personnel for operation of VTS at Master Control Centre, Kandla (Gujarat) by issue of the DGLL's letter no ..... Dated..... for entering into a formal contract to that effect with the DGLL and the Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire contract for ₹ ..... equivalent to 10% of the said value of the contract to the DGLL.

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



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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014 at \_\_\_\_\_

WITNESS

(signature) \_\_\_\_\_ (signature) \_\_\_\_\_

Name \_\_\_\_\_ (Bank's rubber stamp) \_\_\_\_\_

(Official address) \_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ Designation with \_\_\_\_\_  
Bank stamp

Attorney as per power of  
Attorney

\_\_\_\_\_

**NOTE:**

1. Strike out whichever is not applicable:
  2. The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.
- \* This sum shall be ten percent (10%) of the contract Price.
- \*\* The date will be Ninety (90) days after the end of the contract period as specified in the Contract.

(To be submitted with the commercial bid)

**GOVERNMENT OF INDIA  
MINISTRY OF SHIPPING  
DIRECTORATE GENERAL OF LIGHTHOUSES & LIGHTSHIPS  
DEEP BHAVAN, A-13, TULSI MARG, SECTOR –24  
NOIDA (U.P.) 201 301**

From

.....  
.....  
.....

To

The Director General,  
Directorate General of Lighthouses & Lightships,  
A-13, Sector-24,  
NOIDA (U.P.) 201 301

**Sub: BID FORM**

Sir,

Having examined the bid documents and specifications for providing services of VTS Manager and VTS Supervisor for operation of VTS – GOK at Master Control Centre, Kandla (Gujarat).

1. Should this bid be accepted, I/We agree to abide by the various terms and conditions stipulated in bid form and offer to supply the manpower and carry out the work in conformity with the said documents for the sum of ₹ \_\_\_\_\_ or such other sums as may be ascertained in accordance with price schedules attached here to and made part of this bid. I/We also agree to abide by and fulfill all the terms and provisions of the Special and General Conditions of the Contract.
2. I/We undertake, if my/our bid is accepted, the supply will be commenced within 15 days from the date of receipt of your notification of award and in accordance with the contract execution schedule.
3. The E.M.D. for a sum of ₹5.00 lakh (₹Five lakh only) in the form of Bank Guarantee is enclosed along with technical bid. The full value of E.M.D. will be absolutely forfeited to the President of India without prejudice to any other rights or remedies of the President of India, should I/We fail to fulfill the contract.
4. I/We agree to abide by the price quoted in the bid for the period of 6 months from the date of opening of bid and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
5. I/we agree to submit a performance bank guarantee equivalent to 10% of the contract value, which shall remain valid for 3 months beyond the currency of contract.

6. Current Service Tax Certificate and copy of current income tax return duly acknowledged by the Income Tax Authority are enclosed.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2014

**Signature of the bidder .....**  
**or authorized representative**  
**Name & address of the .....**  
**Bidder.....**  
**.....**

**UNDERTAKING**

(On letter head of the firm)

I.....son of Shri..... authorized signatory to sign the bid on behalf of M/S .....

.....  
[being the sole bidder/lead partner for providing services of VTS Manager & VTS Supervisors for manning MCC of VTS – GOK, KANDLA] 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.....

Place.....

Signature of the bidder.....

or his Authorised signatory

Name of the bidder.....

or his Authorised signatory

**Provisions required to be Included in the Joint Venture Agreement**

If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority\*) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

- (a) Name, style and Project(s) specific JV Head Office address.
- (b) Extent (or equity) of participation of each party in the JV.
- (c) Commitment of each party to furnish the Bond money (i.e. Bid Security, Performance security and Security for Mobilization advance) to the extent of his participation in the JV.
- (d) Responsibility of each partner of JV (in terms of physical and financial involvement).
- (e) Working capital arrangement of JV.
- (f) Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
- (g) Provision for cure in case of non-performance of responsibility by any party of the JV.
- (h) Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV. The employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
- (i) Management structure of JV with details.
- (j) Indian Partner shall be the Lead partner, who shall be empowered by the JV to incur liabilities on behalf of JV.
- (k) Parties/firms committing themselves to the employer for jointly and severally responsible for the intended works.
- (l) The power of attorney shall be duly notarized from the county of Origin of the foreign partner for his part, or got certified from the Indian Embassy in that Country of Origin.
- (m) Any other relevant details.

*\* The competent authority can be the Indian Embassy or the Chamber of Commerce in the country of origin where the foreign firm is registered and duly notarized.*