



भारत सरकार /GOVT. OF INDIA

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

दीपस्तंभ और दीपपोत निदेशालय/ DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS

मुंबई/ MUMBAI

निविदा दस्तावेज़  
TENDER DOCUMENT

कार्य का नाम: मुंबई निदेशालय के अंतर्गत कान्होजी आंग्रे दीपस्तंभ में सोलर स्ट्रीट लाइट की आपूर्ति स्थापना  
परीक्षण और कमीशनिंग कार्य करने हेतु।

Name of work: Supply Installation Testing and Commissioning of Solar Street Lights at  
Kanhoji Angre Lighthouse under Mumbai Directorate.

कार्य स्थल:- कान्होजी आंग्रे दीपस्तंभ, खन्देरी द्वीप, राइगड, महाराष्ट्र

Place of Work: - Kanhoji Angre Lighthouse Station, Khanderi Island, Raigad, Maharashtra

निविदा दस्तावेज का मूल्य/ Cost of Bid Document ₹0/-

दीप भवन, एम.जी.रोड,घाटकोपर(पूर्व), मुंबई-400 077

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**दूरभाष / Telephone : 022 - 25068390 फ़ैक्स / FAX : 022 - 25060996 ई-मेल / E-mail : dte-mum@gov.in**

कार्य का नाम: मुंबई निदेशालय के अंतर्गत कान्होजी आंग्रे दीपस्तंभ में सोलर स्ट्रीट लाइट की आपूर्ति स्थापना परीक्षण और कमीशनिंग कार्य करने हेतु।

**Name of work: Supply Installation Testing and Commissioning of Solar Street Lights at Kanhoji Angre Lighthouse under Mumbai Directorate.**

**.निविदा दस्तावेज़/ BID DOCUMENTS**

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**अनुभाग/SECTION-I**

EM-Mum-10016/1/2020-Electrical

Date- 10.10.2025

**ई - निविदा आमंत्रण सूचना**

भारत के राष्ट्रपति महोदय की ओर से निदेशक, दीपस्तंभ और दीपपोत निदेशालय, मुंबई द्वारा निम्नलिखित कार्य के लिए केन्द्रीय लोक निर्माण विभाग, राज्य लोक निर्माण विभाग, एमईएस, रेलवे, बीएसएनएल या किसी भी अन्य केन्द्र/ राज्य सरकार/ सार्वजनिक क्षेत्र/ इत्यादि में पंजीकृत प्रतिष्ठित ठेकेदारों/ उपयुक्त श्रेणी की फ़र्मों से केवल ऑनलाइन प्रणाली द्वारा दो कवर प्रणाली (कवर I- तकनीकी बोली, कवर II- कमर्शियल बोली) में निविदाएं आमंत्रित की जाती हैं।

| क्रम सं | विवरण                                                     | विवरण                                                                                                                                                                                                                                                                          |
|---------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | कार्य का नाम                                              | मुंबई निदेशालय के अंतर्गत कान्होजी आंग्रे दीपस्तंभ में सोलर स्ट्रीट लाइट की आपूर्ति स्थापना परीक्षण और कमीशनिंग कार्य।                                                                                                                                                         |
| 2       | कार्य स्थल                                                | कान्होजी आंग्रे दीपस्तंभ, खन्देरी द्वीप, राइगड, महाराष्ट्र                                                                                                                                                                                                                     |
| 3       | अनुमानित लागत put to tender                               | <b>₹ 7,64,300 /- (Inclusive GST)</b>                                                                                                                                                                                                                                           |
| 4       | बयाना जमा                                                 | ₹ 15,286/- का मांग ड्राफ्ट, सावधि जमा रसीद (FDR) के रूप में किसी भी शिडुलड बैंक द्वारा "निदेशक- दीपस्तंभ और दीपपोत, मुंबई" के पक्ष में मुंबई में देया। बयाना जमा तकनीकी बोली खोलने की तिथि से तीन माह तक की अवधि के लिए वैध होगी। बयाना जमा सभी बोलीदाताओं के लिए अनिवार्य है। |
| 5       | निविदा शुल्क                                              | ₹ 0/-                                                                                                                                                                                                                                                                          |
| 6       | बीड दस्तावेज़ डाउनलोड और बोली प्रस्तुत करने की अवधि       | 10/10/2025(1500बजे) से 15/10/2025(1500 बजे) तक                                                                                                                                                                                                                                 |
| 7       | प्री-बीड मीटिंग                                           | Pre-bid Meeting 13/10/2025 at 1500 hrs (prebid meeting will be at Deep Bhavan, M G Road Mumbai-400077. )                                                                                                                                                                       |
| 8       | तकनीकी बोली खोलने की तिथि                                 | 16/10/2025(1500 hrs)                                                                                                                                                                                                                                                           |
| 9       | बयाना जमा/ निविदा शुल्क (असल) प्रस्तुत करने की अंतिम तिथि | 15/10/2025(1500 बजे तक)                                                                                                                                                                                                                                                        |
| 10      | बोली की वैधता                                             | 90 दिन (तकनीकी बोली खोलने की तिथि से)                                                                                                                                                                                                                                          |
| 11      | कार्य पूर्ण करने की अवधि                                  | 01 महीने                                                                                                                                                                                                                                                                       |
| 12      | पात्रता का मापदंड                                         | (1)पंजीकृत ठेकेदारों/ उपयुक्त श्रेणी की फ़र्मों जो निविदा सीमा के बराबर/ अधिक अनुमानित लागत के साथ केन्द्र सरकार/ राज्य सरकार / म्युनिसिपल कार्पोरेशन इत्यादि में पंजीकृत हो।                                                                                                  |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | (2) पिछले 7 सालों से समान प्रकृति का कार्य (Supply, Installation of Electrical works/Supply installation of Solar Street Lights) संतोषजनक पूर्ण करने के प्रमाणपत्र [(a) अनुमानित लागत की 40% के बराबर राशि से कम नहीं की लागत के तीन कार्य या (b) अनुमानित लागत की 50% के बराबर राशि से कम नहीं की लागत के दो कार्य या (c) अनुमानित लागत की 80% के बराबर राशि से कम नहीं की लागत का कम से कम एक कार्य (सेक्शन-III के अनुसार) |
|  | (1) पिछले 3 साल का वार्षिक कारोबार का दस्तावेजी साक्ष्य                                                                                                                                                                                                                                                                                                                                                                      |
|  | (2) स्थायी लेखा संख्या                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | (3) जीएसटी संख्या                                                                                                                                                                                                                                                                                                                                                                                                            |

### **बयाना जमा**

13. बयाना जमा ₹15,286/- का मांग ड्राफ्ट, सावधि जमा रसीद (FDR) के रूप में किसी भी शिड्यूल बैंक द्वारा "निदेशक - दीपस्तंभ और दीपपोत, मुंबई" के पक्ष में मुंबई में देय जमा करना है। बयाना जमा तकनीकी बोली खोलने की तिथि से तीन माह तक की अवधि के लिए वैध होगी। बयाना जमा (डी डी) की मूल प्रति निश्चित दिन और समय पर या उससे पहले इस कार्यालय में रजिस्टर्ड/ स्पीड पोस्ट या व्यक्तिगत रूप से अन्यथा अपलोड की गई बोली को अस्वीकार/ अयोग्य समझा जाएगा। किसी भी डाक देरी पर विचार नहीं किया जाएगा। सूक्ष्म, लघु और मध्यम उद्यमों (एमएसएमई) के साथ पंजीकृत फर्म भी ईएमडी जमा करें।
14. कार्य का विवरण निविदा दस्तावेज में उपलब्ध हैं है जो केन्द्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल वेबसाइट <http://eprocure.gov.in/eprocure/app> & [dgll.nic.in](http://dgll.nic.in) से डाउनलोड किया जा सकता है और बोली केवल <http://eprocure.gov.in/eprocure/app> पर निविदा जमा करने की अंतिम तारीख और समय तक ऑनलाइन प्रस्तुत करना है। प्रत्यक्ष रूप से निविदा दस्तावेज की बिक्री लागू नहीं है।
15. बोली खंड 3.1 में परिभाषित पात्रता मानदंड को पूरा करने वाले सभी पात्र बोलीदाताओं के लिए खुला है। बोलीदाताओं से अनुरोध है कि वे ध्यान दें और खुद को संतुष्ट करें कि वे पात्रता मानदंड को पूरा कर रहे हैं। यह जगह एक द्वीप पर है और वहाँ केवल गेटवे ऑफ़ इंडिया जेट्टी/ थल जेट्टी (अलीबाग) से ही नाव द्वारा पहुँचा जा सकता है। ठेकेदारों को सलाह दी जाती है कि वे जगह का आकलन करें और उसके अनुसार ही बोली लगाएँ।
16. तकनीकी मूल्यांकन एक समिति द्वारा किया जाएगा। तकनीकी मूल्यांकन पूर्ण होने पर, तकनीकी रूप से योग्य बोलीदाताओं की कमर्शियल बोली समिति द्वारा खोली जाएगी। सफल बोलीदाता तय करने में दीपस्तंभ और दीपपोत निदेशालय का निर्णय अंतिम और बोलीदाताओं पर बाध्यकारी होगा।
17. बोलीदाता पात्रता मानदंड, बोलीदाताओं के लिए निर्देश, तकनीकी आवश्यकता, काम की गुंजाइश, अनुबंध की सामान्य और विशेष शर्तें और बोली के संबंध में अन्य सभी दस्तावेजों को ध्यान से पढ़ें। बोलीदाता उपरोक्त सभी मदों को ध्यान में रखकर उसकी दरें उद्धृत करें।
18. निदेशक- दीपस्तंभ और दीपपोत, मुंबई बोली स्वीकार करने या खारिज करने के लिए खुद के लिए अधिकार सुरक्षित रखते हैं। बोलीदाता उद्धृत दरों पर ही निष्पादन करने के लिए बाध्य रहेगा।
19. प्रत्यक्ष अथवा परोक्ष रूप से, बोली के संबंध में प्रचार सख्त वर्जित है। बोलीदाताओं द्वारा प्रचार के सहारे प्रस्तुत बोलियों को सरसरी तौर पर अस्वीकार कर दिया जाएगा।
20. बोलीदाताओं जिसका निकट के रिश्तेदारों दीपस्तंभ और दीपपोत महानिदेशालय में लेखाकार के रूप में या किसी राजपत्रित अधिकारी के रूप में किसी भी क्षमता में तैनात है उनको बोली के लिए अनुमति नहीं दी जाएगी।

21. संभावित बोलीदाता दीपस्तंभ और दीपपोत महानिदेशालय या पत्तन, पोत परिवहन और जलमार्ग मंत्रालय में किसी भी राजपत्रित अधिकारी के निकट रिश्तेदार जो किसी भी क्षमता में उनके साथ कार्यरत हैं या बाद में उसके द्वारा नियोजित किए गए हैं ऐसे व्यक्तियों के नाम भी सूचित करेगा। बोलीदाता द्वारा इस हालत के किसी भी उल्लंघन के लिए उसे अयोग्य घोषित किया जाएगा। निकट रिश्तेदारका मतलब है पत्नी, पति, माता-पिता, दादा-दादी, बच्चों और पोते, भाइयों और बहनों, चाचा, चाची और कानून के अनुरूप।
22. बोलीदाता को बोली के संबंध में किसी भी बिचौलियों (एजेंटों आदि) को किए गए या किए जाने वाले भुगतान का खुलासा करना होगा।
23. भारत सरकार का कोई भी राजपत्रित अधिकारी सरकारी सेवा से संन्यास लेने के बाद दो वर्ष की अवधि के लिए सरकार की लिखित रूप में पूर्व अनुमति के बिना एक ठेकेदार के रूप में कार्य करने के लिए अनुमति नहीं है। बोली प्रस्तुत करने से पहले या ठेकेदार की सेवा में नियुक्ति से पूर्वोक्त अगर किसी भी समय किसी भी ठेकेदार या उसके किसी कर्मचारी ऐसे मिलते हैं जिसने भारत सरकार की अनुमति प्राप्त नहीं की है, तो अनुबंध रद्द किया जा सकता है।
24. किसी भी निर्धारित तिथि को भारत सरकार द्वारा एक छुट्टी के रूप में घोषित किए जाने की घटना में निर्दिष्ट गतिविधियों को अगले कार्य दिवस पर नियत समय पर ले जाया जाएगा।
25. निविदा आमंत्रण सूचना सभी प्रकार के शुद्धिपत्र/परिशिष्ट/निविदा की शर्तें इत्यादि संविदा/ अनुबंध दस्तावेज़ का एक हिस्सा होगा।

निदेशक /Director

भारत के राष्ट्रपति की ओर से और के लिए

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

भारत सरकार  
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय  
**दीपस्तंभ और दीपपोत निदेशालय**  
'दीपभवन', एम.जी.मार्ग, घाटकोपर (पूर्व),  
मुंबई 400077 (महाराष्ट्र)



Govt. of India  
Ministry of Ports, Shipping & Waterways  
**DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS**  
'Deep Bhavan', M. G. Road, Ghatkopar (East),  
Mumbai 400077 (Maharashtra)

**दूरभाष / Telephone : 022 - 25068390 फ़ैक्स / FAX : 022 - 25060996 ई-मेल / E-mail : dte-mum@gov.in**

EM-Mum-10016/1/2020-Electrical

DATE- 10.10.2025

## **NOTICE INVITING e-TENDER**

For & on behalf of President of India, Director of Lighthouses & Lightships, Mumbai invites online bids under two bid system (Part I-Technical bid, Part II- Commercial bid) from reputed contractors/ firms of appropriate category registered with CPWD, state PWD, MES, Railways, BSNL etc. or with any other Central/ State Government / Public sector organizations for the below work.

| Sr. No. | Details                                       | Description                                                                                                                                                                                                                                                                              |
|---------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Name of work                                  | <b>Supply Installation Testing and Commissioning of Solar Street Lights at Kanhoji Angre Island Lighthouse under Mumbai Directorate.</b>                                                                                                                                                 |
| 2       | Location                                      | Kanhoji Angre Island Lighthouse Station, Khanderi Island, Raigad, Maharashtra                                                                                                                                                                                                            |
| 3       | Estimated Cost put to tender                  | <b>₹ 7,64,300 /- (Inclusive GST)</b>                                                                                                                                                                                                                                                     |
| 4       | Earnest Money Deposit                         | ₹ 15,286/- in the form of Demand Draft / Fixed Deposit Receipt (FDR) of any scheduled Bank in favour of "Director of Lighthouses and Lightships – Mumbai" payable at Mumbai. Earnest Money Deposit shall be valid for a period of Three months from the date of opening of technical bid |
| 5       | Bid Document Download & Bid Submission Period | 10/10/2025(1500hrs ) to 15/10/2025(1500 hrs)                                                                                                                                                                                                                                             |
| 6       | Pre bid meeting                               | Pre-bid Meeting 13/10/2025 at 1500 hrs (prebid meeting will be at Deep Bhavan, M G Road Mumbai-400077. )                                                                                                                                                                                 |
| 7       | Date of Opening of Technical Bids             | 16/10/2025 (1500 hrs)                                                                                                                                                                                                                                                                    |
| 8       | Last date of submission of EMD (in original)  | 15/10/2025 (1500 hrs)                                                                                                                                                                                                                                                                    |
| 9       | Bid validity                                  | 90 days from the date of opening of technical bid.                                                                                                                                                                                                                                       |
| 10      | Period of completion of work                  | <b>01 Month</b>                                                                                                                                                                                                                                                                          |
| 11      | Eligibility criteria                          | (1) Registered Licensed contractors, firms of appropriate category <b>registered with</b> Central Govt. / State Govt. / Municipal Corporation etc having tender limits equivalent or more than the estimated cost.                                                                       |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | 2) Proof of satisfactory completion of similar works – <b>(Supply, Installtion of Electrical works/Supply Installation of Solar Street Light)</b> during last 7 years.<br>(a) Three similar works, each of value not less than 40% of the estimated cost put to tender.<br>(b) Two similar works, each of value not less than 50% of the estimated cost put to tender.<br>(c) One similar work of value not less than 80% of the estimated cost put to tender. (As per Section-III) |
|  |  | 3) Documentary evidence of annual turnover of last three year                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  |  | 4) Permanent Account Number                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

### **EMD**

13. Earnest Money Deposit amounting to ₹15,286/- /- shall be furnished in the form of Account Payee Demand Draft/ Fixed Deposit receipt (FDR) of any scheduled Bankin favour of “Director of Lighthouses and Lightships – Mumbai” payable at Mumbai. Earnest Money Deposit shall be valid for a period of three months from the date of opening of technical bid. The originals of EMD should be submitted to this office by Registered / Speed Post or by personally on or before the schedule day & time otherwise the uploaded bid shall be deemed to be rejected/ disqualified. Any postal delay will not be entertained. **Agencies/ Bidders registered with MSME, NSIC etc are also required to submit the required EMD.**
14. The details of work are available in the tender document which can be downloaded from website Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app> & [dgl.nic.in](http://dgl.nic.in) and the bid is to be submitted online only on <http://eprocure.gov.in/eprocure/app> upto last date and time of submission of tender. **Sale of physical tender document is not applicable.**
15. Bidding is open to all eligible Bidders meeting the eligibility criteria as defined in clause 3.1. Bidders are requested to note and satisfy themselves that they fulfill eligibility criteria. **The site is in an Island and which is only approachable from Thal (Alibag) / Gateway of India jetty by Boat. Contarctors are advised to assess the site and quote accordingly.**
16. Technical evaluation shall be carried out by a Committee. On completion of technical evaluation, the Commercial Bids of the technically qualified bidders shall be opened by the Committee. The decision of the Directorate of Lighthouses & Lightships, Mumbai in deciding the successful bidder shall be final and binding on the bidders.
17. The Bidder shall carefully read the Eligibility Criteria, Instructions to Bidders, Technical requirement, Scope of work, General & Special conditions of contract and all other documents in connection with the Bid. The Bidder shall quote his rates, keeping all above points in mind.
18. The Director of Lighthouses & Lightships, Mumbai reserves the right to himself for accepting or rejecting the bid. Bidder shall be bound to perform the same at the quoted rates.
19. 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.
20. Those Bidders whose near relatives are posted as accountant or as a Gazetted Officer in any capacity in the Directorate General of Lighthouses & Lightships shall not be permitted to Bid. The prospective Bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him, who are near relative to any gazetted officer in the DGLL or in the

MINISTRY OF PORTS, SHIPPING AND WATERWAYS. Any breach of this condition by the bidder shall render him ineligible. By the term 'near relative' is meant wife, husband, parents & grand parents, children & grand children, brothers & sisters, uncles, aunts & corresponding in laws.

21. The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc) in connection with the bid.
22. No Gazetted Officer of Government of India is allowed to work as a contractor without prior permission of the Govt. of India in writing for a period of two years after his retirement from government service. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Govt. of India as aforesaid, before submission of the Bid or engagement in the contractor's service.
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.
24. The Notice Inviting Bids, all types of corrigendum /addendums /terms and condition of tender etc. shall form the part of contract document.

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



**दूरभाष / Telephone : 022 - 25068390 फ़ैक्स / FAX : 022 - 25060996 ई-मेल / E-mail : dte-mum@gov.in**

## अनुभाग/SECTION-II

### बोलीदाताओं के लिए निर्देश /INSTRUCTIONS TO BIDDERS

2.1 For & on behalf of President of India, the Director, Directorate of Lighthouses & Lightships, Mumbai, invites Online Bids under two bid system (two cover system, Part I -Technical bid, Part II- Commercial bid) eligible firms/agencies having experience and satisfactory execution and completion.

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

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

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

#### 2.2 पंजीकरण/REGISTRATION:

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

#### 2.3 बोली की तैयारी /PREPARATION OF BID

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted

as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Any clarifications, if required, may be obtained online through the tender site, or through the contact details given in the tender document.

(iv) Bidder should get ready in advance with the bid document to be submitted in PDF/xls/rar/zip/dwf/jpg formats as indicated in the tender document/schedule. If there is more than one document, they can be clubbed together using zip format.

(v) Bidder can update well in advance, the documents such as experience certificates, annual report, PAN and other details etc., under “My Space” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of the bid.

## 2.4 बोली प्रस्तुत करना /SUBMISSION OF BID

(i) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.

(ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals of Tender Fee and EMD should be submitted to the Director, Directorate of Lighthouses & Lightships, Mumbai on or before the last date & time of bid submission. Bidder should send the EMD & Tender fee through post/Courier Service. The Director, Directorate of Lighthouses & Lightships, Mumbai shall not be responsible for any delay or loss, due to postal/Courier Service. The details of the Demand Draft/ Fixed Deposit receipt (FDR), physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid shall liable be to be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.

(iv) Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the Demand Draft/ Fixed Deposit receipt (FDR).

(v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(vi) Bidders shall note that the very act of using DSC (Digital Signature Certificate) for downloading the tender document and uploading their offer is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(viii) Utmost care shall be taken for uploading Schedule of work and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of work i.e. Section VII, in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Rate file is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

(ix) Bidders shall submit their bid through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid closing date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

(x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidder shall take print

out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(xi) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xii) All the documents being submitted by the bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bid is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

(xiii) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened due to virus during tender opening, the bid is liable to be rejected.

(xiv) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(xv) The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.

(xvi) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(xvii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## 2.5 प्रस्ताव प्रस्तुत करना /SUBMISSION OF OFFER

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

### A) लिफाफा/Cover -1 (तकनीकी बोली /TECHNICAL BID)

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

i) Scanned Copy of Earnest Money Deposit from any Scheduled Bank in the form of Demand Draft/Fixed Deposit receipt (FDR)/ in favour of Director of Lighthouses and Lightships, Mumbai payable at Mumbai.)

ii) Scanned Copy of Tender fee (Non-refundable) in the form of Demand Draft from any Scheduled Bank drawn in favour of "Director of Lighthouses & Lightships, Mumbai payable at Mumbai.

iii) Scanned copies of proof for eligibility as per Para 3.1 Eligibility Criteria of Section III.

iv) Scanned copy of tender acceptance letter (Annexure II).

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

### B) लिफाफा -2/Cover-2 (मूल्य बोली)/PRICE BID)

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

i) Price bid in excel format (schedule of work/ Bill of quantity) provided along with this tender shall only be used for quoting price/offer.

ii) It may please be noted that this part shall not contain any term & conditions. Any condition given in the price bid (cover-2) shall be sufficient cause for rejection of bid.

iii) The quoted rates shall be written in figures in enclosed Proforma (schedule of work/ Bill of quantity) which should be duly digitally signed by the bidder or his authorized person.

## **2.6 BID SUBMISSIONS AND OPENING: -**

2.6.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the due date and time. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut- off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared, as holiday tender will be opened on next working day at same time.

2.6.2 Only those bidders shall be considered qualified by the Director, Directorate of Lighthouses & Lightships, Mumbai, who submit requisite EMD and documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the Director, Directorate of Lighthouses & Lightships, Mumbai shall be final and binding in this regard.

2.6.3 The bidder shall bear all cost associated with the preparation and submission of its bid and the Director, Directorate of Lighthouses & Lightships, Mumbai will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the tendering process.

2.6.4 The prospective bidder requiring any clarification of the tender document may obtain the same online/ offline from Tender Inviting Authority, Director, Directorate of Lighthouses & Lightships, Mumbai, Deep Bhavan, M G Road Ghatkopar (East), Mumbai-400077 in person or otherwise in writing so as to reach this office on or before pre-bid date and time.

## **2.7 PRE-BID MEETING**

A pre-bid meeting to provide clarifications before the last date for submission of bids will be arranged at Directorate of Lighthouses & Lightships, 'Deep Bhavan', M. G. Road, Ghatkopar (East), Mumbai 400077. The bidders who may like to participate shall have to attend the meeting at their own expenses.

## **2.8 EVALUATION OF BIDS:**

2.8.1 The DLL will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionality or reservation.

2.8.2 Price Bid/Schedule of Rates shall be evaluated based on the lowest cost.

2.8.3 If a bid is not substantially responsive; it will be rejected by the DLL and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.8.4 The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.

2.8.5 If the present performance of the bidder in a current contract for any major work is unsatisfactory as certified by the any authority of the relevant work, the offer of the bidder will be summarily rejected without assigning any reasons thereof.

2.8.6 The bidders shall only quote the rates Excess/ Less percentage in the schedule of Rates in excel format provided alongwith this tender.

2.8.7 The rates shall only be quoted in Indian Currency and if quoted in other currency, the offer will be liable to be rejected.

2.8.8 Conditional offers are liable for rejection.

2.8.9 The Price bid(s) of the prospective bidders, who fulfils the techno-commercial requirement of the bid(s), shall be evaluated further.

2.8.10 Any effort by a bidder to influence the DLL in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

## **2.9 NOTIFICATION OF AWARD**

2.9.1 The bidder whose bid has been accepted will be notified for the award by the DLL prior to expiration of the Bid validity period through the work order.

2.9.2 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The DLL shall not be responsible for non-receipt/failure of e-mail to the bidders.

2.9.3 If any of the information furnished by the bidder is found to be incorrect at any stage, the bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.

2.9.4 DLL reserves the right to cancel the tender without assigning any reason thereof.

2.9.5 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.

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

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[अनुभाग/SECTION-III](#)

## **विस्तृत निविदा सूचना/DETAILED TENDER NOTICE**

### **3.1 Eligibility Criteria**

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

i. Three similar completed works, each costing not less than the amount equal to 40% of estimated cost.

or

ii. Two similar completed works, each costing not less than the amount equal to 50% of estimated cost.

or

iii. One similar completed work of aggregated cost not less than the amount equal to 80% of the estimated cost.

and

Minimum average turnover shall be 30% of estimate value for each year in last three years ending 31/03/2025. Each financial year shall be reckoned for this purpose from 01 April to 31 March.

(a) Proof of satisfactory execution and completion of similar nature of Solar Street Lights/Electrical works during last seven years-

Bidder should have taken up and satisfactorily executed and completed **Three similar works**, each of value not less than ₹ 2.30 Lakhs or **Two similar works**, each of value not less than ₹3.82 Lakhs or **One similar work**, each of value not less than ₹ 6.11 Lakhs

**Similar nature of Electrical works means “Supply, Installtion of Solar Street Lights/Electrical works” Note :- (For experience “Only those works which have been completed in all respects and completion certificate has been issued” shall be considered.). Experience certificate issued by an officer below the rank of Executive Engineer shall not be considered.**

(Cover-1): The bidder is required to furnish detailed information with regard to their financial capacity, technical capability and experience. Following details with supporting documents shall be required to be uploaded in the web site along with the technical bid,

1. Earnest Money Deposit
2. Permanent Account Number (PAN).

3. Copy of Income Tax Return for the past three financial years (2022-2023, 2023-2024, 2024-2025)/ Assessment years ( 2023-24, 2024-25, 2025-2026).
4. Copy of Annual turn-over of the Company/ Profit & Loss statement/ Auditor's report during the last 3 consecutive financial years ending on 31st March, 2024. Average Annual Financial Turnover on consecutive works should not be less than 30% of estimated cost (i.e Rs 2,29,290/-) during the last 3 consecutive financial years ending 31/03/2025 certified by chartered accountant
5. Datasheet for offered product.
6. Proof of satisfactory execution and completion of similar works during last seven years ending on the last day of the month previous to the one in which, the tenders are invited
7. GST Registration Certificate.
8. Tender acceptance letter on Company Letter Head (Annexure-III)
9. An undertaking that bid is unconditional as per proforma Annexure IV.
10. Bid securing declaration- Annexure- V
11. Notarised affidavit regarding Non-Black listing of the firm as per Annexure- VII
12. Declaration regarding No relatives employed in the organisation as per Annexure –VIII
13. Self-Certification under Preference to “MAKE IN INDIA” order Certificate Annexure-IX
14. All other documents required in section VIII consisting of evaluation criteria of technical bid.

The bid shall be rejected if the documents are found false or fake. If at a later stage, the documents submitted are found false or fake, the Contract shall be terminated and performance bank guarantee forfeited. Also, the Contractor shall be fined as deemed appropriate by the employer for breach of trust. **Bidders are advised to upload the required documents only. Uploading of large document will result in more compression of documents and documents will illegible.**

- b. Work experience certificate as a sub contractor shall not be considered.

### 3.2 आवश्यक आवश्यकताएं /Essential Requirements

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

### 3.3 The work is to be carried out in **Kanhoji Angre Island Lighthouse Station**

**Station In- Charge**  
**Kanhoji Angre Island Lighthouse Station, Khanderi Island, Raigad, Maharashtra**

The intending bidders who wish to seek any clarification may contact the office of Director of Lighthouses & Lightships, Deep Bhavan, M.G. Road, Opp. Satyam Complex, Ghatkopar (East), Mumbai – 400 077 **on or before the prebid meeting date and time**. A bidder shall be deemed to have full knowledge of the site conditions whether he visits the site or not.

- 3.4 A bid must be accompanied by an earnest money as mentioned in Section -I in the form of A/C Payee Demand draft/Fixed Deposit Receipt from any Nationalized Indian/ RBI Approved Banks drawn in favour of **“Director of Lighthouses & Lightships-Mumbai” payable at Mumbai.**
- 3.5 The successful bidder shall be required to submit a Performance Guarantee **equivalent to 5% (Five Percent) of the contract value** within the specified time period before issue of work order and The Performance Guarantee shall be in the form of Fixed Deposit Receipt issued by any nationalized bank OR Bank Guarantee in the prescribed form **(Annexure-II)**. PBG shall remain valid 03 months beyond expiry of warranty/guarantee period. **The Performance bank guarantee shall be released only after the completion of warranty period of the system.** In case the contractor fails to deposit

- the said performance guarantee within the specified period including the extended period if any, the Earnest Money deposit of the contractor shall be forfeited automatically without any notice to the contractor. The E.M.D. of the successful bidder shall be refunded after receipt of performance guarantee and award of contract. The Director of Lighthouses and Lightships reserves the right to decide the eligibility of the bidders. Bidder shall send “Authority Letter” with an attested specimen signature of their representative, deputed by them to be present at time of opening of bids.
- 3.6 The time allowed for carrying out the complete work is **01 Month** from the date of issue of work order.
- 3.7 The DLL reserves the right to accept any bid or reject all the bids without assigning any reason whatsoever.
- 3.8 The DLL reserves to himself the right of accepting the whole or any part of the bid, and bidder shall be bound to perform the same at the quoted rates.
- 3.9 Canvassing whether directly or indirectly, in connection with bid is strictly prohibited & the bids submitted by the bidder who resort to canvassing shall be rejected.
- 3.10 Bid submitted without earnest money or any conditional bid shall be treated as non-responsive and shall be summarily rejected.
- 3.11 Those bidders whose near relatives are posted as accountants or as an officer in any capacity between the grades of Director/ Deputy Director/ Assistant Executive Engineer or Assistant Engineer or Executive officer Accounts in the Directorate 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 DLL or in the MINISTRY OF PORTS SHIPPING AND WATERWAYS, Road Transport & Highways. Any breach of this condition by the bidder/contractor shall render him ineligible. By the term ‘near relative’ is meant wife, husband, parents and grand parents, children & grand children, brothers and sisters, uncles, aunts & corresponding in laws.
- 3.12 No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Department in Govt of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the prior permission of the Government of India in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission from Govt. of India as aforesaid, before submission of the bid or engagement in the contractor’s service.
- 3.13 The bids shall remain valid for a period **of 90 days** from the date of opening of technical bid. The full EMD will be forfeited by the Director if
- 3.13.1 The bidder withdraws his bid during bid validity period or
- 3.13.2 The bidder makes any modification in the terms & conditions of the bid at his own or
- 3.13.3 The successful bidder fails to sign the agreement within the specified time.
- 3.14 In the event of any specified date, being or declared as a holiday by the Government of India, the same will take place on or up-to appointed time on next working day.
- 3.15 At any time prior to the deadline for submission of bids, the Director 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.
- 3.16 In order to afford prospective Bidder reasonable time in which to take the amendment into account in preparing the bids, the Director may, at his discretion, extend the deadline as necessary for the submission of bids.

- 3.17 No amount shall be payable to the Contractor for the items for which rate is not quoted by the bidder, and the contractor shall be bound to execute such items free of cost on zero amount.
- 3.18 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 Bill of Quantity, 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.
- 3.19 In case of any bid where unit rate of any item appears unrealistic, such bid shall be considered unbalanced and non-responsive. The Director 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.
- 3.20 Each bidder shall submit only one bid for this work. A bidder who submits or participates in more than one bid for this work will stand disqualified.
- 3.21 The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Government Department or organization in India or abroad.
- 3.22 The bidder shall sign a declaration under the official secret Act, 1923, for maintaining secrecy of the bid documents, drawings or other records connected with the work given to them. The unsuccessful bidder shall return all the drawings given to them to the office of the Director.
- 3.23 To assist in the examination, evaluation and comparison of bids, the Director may, at his discretion, ask the bidder for any clarification of its bid. All the response to any requests for clarification shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

**निदेशक /Director**

**भारत के राष्ट्रपति की ओर से और के लिए**

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



दूरभाष / Telephone : 022 - 25068390 फ़ैक्स / FAX : 022 - 25060996 ई-मेल / E-mail : dte-mum@gov.in

अनुभाग/SECTION-IV

## **अनुबंध की सामान्य शर्तें / GENERAL CONDITIONS OF CONTRACT**

### **1. सामान्य/General**

- (i) The Contractor shall satisfy himself in regard to the nature of work to be done, its scope etc. the condition of contract, specifications, drawings etc. included in the tender papers.
- (ii) Before quoting of tender, the contractor shall inspect the site and fully acquaint himself about the condition in regard to accessibility of site, nature and the extent of ground, working conditions including stacking of materials, installation of T & P, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim what so ever on such account shall be entertained by the department in any circumstances.
- (iii) For any items of work, the tendered rate shall hold to include all items as are clearly necessary for the proper execution of the work, notwithstanding the fact that any special items may not have been included in the specifications or shown on the drawings.

### **Percentage Rate Tender:**

1. The Contractor shall fill up the BoQ form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities he/ She will carryout & complete the work.
2. The tender submitted shall be treated as invalid if: -
  - a. The contractor does not quote percentage above/below on the total amount of tender.
  - b. The percentage above/below is not quoted in figures & words both, on the total amount of tender.
  - c. The percentage quoted above/below is different in figures & words.
3. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.
4. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender as the case may be, but the revised percentage quoted above/below on tendered cost should not be higher than the percentage quoted at the time of submission of tender.
5. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
6. If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of

lots in the presence of Director or the Tender opening committee, the lowest contractors those have quoted equal amount of their tenders.

7. In case all the lowest bidders those have quoted same tendered amount, refuse to submit revised offers, then the tender will be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the same work.

## **2. सामग्री और कारीगरी/ Material & Workmanship**

Material & workmanship required for the execution of the work have been laid down in the accompanying specifications pertaining to the work. The work shall in every respect conform to these specifications & shall be carried out & completed to the entire specifications of the Director of Lighthouses & Lightships, Mumbai (hereinafter) called “the Director” and/or his representative for the time being who shall have full powers to reject at any stage of construction any or all materials and/or workmanship which may appear to him/them to fall short of the requirement of the aforesaid specifications, drawings etc. or which may appear to him/them to be faulty.

- (i) Any item not included in these specifications shall be executed with material & workmanship of the first quality. The Contractor shall, in case of doubt, refer, in respect of such work, to the Director or his representative.
- (ii) In the event of any doubt occurring in the execution of the work either in respect of specifications or in respect of drawings or for any reason whatsoever the contractor shall refer the matter to the Director through his representative or direct, as conditions may warrant.

## **3. अतिरिक्त कार्य/Extra Work**

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

## **4. निर्णीत हर्जाना /Liquidated Damage**

- (i) The contractor shall state in his bid the time within which he undertakes to complete the work in every respect. The time so stated by him shall commence from the date of receipt of the letter informing him of the acceptance of the bid and instructing him to commence work.
- (i) Throughout the stipulated period of contract, the work shall be proceeded with all due diligence. Time being deemed to be the essence of contract on the part of the contractor, the contractor shall pay a sum equal to **1.5% per month** of the cost of the work contract value or such amount as may be specified by the Director (whose decision in writing shall be final) of delay to be computed on per day basis. The maximum amount shall not more than 10% of the estimated cost of the work as indicated in the tender notice.
- (ii) Should it appear to the Director at any time during the progress of the work, that the progress is unsatisfactory he shall have full powers to procure materials from authorized supplier of materials and to employ such extra labour as he may consider necessary for the proper progress of the work and shall debit the cost of such labour and materials to the contractor, which shall be the first charge upon bills of the contractor.

## **5. अनुबंध का रद्द करना/Rescindment of Contract**

If at any stage during construction, the Contractor ceases work or refuses to fulfill his part of the contract, the Director shall have power to rescind the contract, of which rescission notice in writing to the Contractor under the hand of the Director shall be conclusive evidence of the Contractor’s default & the whole of the earnest money paid by the Contractor together with the whole of the performance

back guarantee shall stand forfeited & be absolutely at the disposal of Government. The Director shall, moreover, have the power to adopt any measure for the completion of the work in any manner he may choose. In the event of such a course being adopted any expenses, which may be incurred in excess of the sum which would have been paid to the Contractor, of the whole work had been executed by him (for the amount in such cases, the certificate in writing of the Director shall be final & conclusive) shall be realized from the Contractor from any money which may be due to him under this or any other contract or otherwise. In the case when the contract has been rescinded under the aforesaid provision the Contractor shall have no claim for compensation for any loss sustained by him for reasons of his having purchased any material or having entered into any engagement or made any advance on account of the execution of the work. But on the other hand, the Director shall be entitled to take possession of any or part of any material which has been brought by the Contractor to the site of work, in which event the Contractor shall be entitled to such payment therefore as may be considered reasonable by the Director.

If the successful bidder shall not submit the performance guarantee within stipulated time or non/poor performance of the contractor shall leading to the rescindment of contract agreement, and The Director, Directorate of Lighthouses and Lightships reserves the right to cancel/terminate the contract at any time and the contractor shall be blacklisted for period of **03 years**.

#### **6. Termination:**

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

#### **7. समापन का समय/Time of Completion**

- (ii) The Contractor shall give an undertaking to complete the work in every respect within the stipulated time period.
- (iii) Throughout the stipulated period of contract, the work shall be proceeded with all due diligence. Time bond deemed to be the essence of contract on the part of the Contractor, the Contractor shall pay a sum equal to 1.5% per month of the cost of the work contract value or such smaller amount as may be specified by the Director (whose decision in writing shall be final) computed for each day that the work remains incomplete beyond the stated period. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10%.
- (iv) Should it appear to the Director at any time during the progress of the work, that the progress is unsatisfactory he shall have full powers to employ such extra labour as he may consider necessary for the proper progress of the work & shall debit the cost of such labour to the Contractor, which shall be the first charge upon bills of the Contractor.

#### **8. समय अवधि का विस्तार/Extension of Time**

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

## **9. गारंटी / Warranty**

The supplied and installed items shall be covered under warranty of 02 years or the standard warranty offered by the OEM which ever is higher after completion of work. During the warranty period any defect occurred to the supplied material shall be replaced /repaired under the warranty obligations at his own expenses. The performance guarantee shall be released after warranty period.

## **10. भुगतान/ Payment**

Running account bills for the completed work / part of work will be prepared by engineer authorized by the Director & accepted by the contractor based on the actual measurements of the work taken jointly. With the representative of the contractor, the decision to prepare bill, will be taken considering quantum of work executed and demand / request by the contractor. The bills, measurement books are to be signed by the contractor / representative at the time of preparation of bill before submission to the office.

No advance payment shall be made to the firm. The payment to the firm shall be made in stages on pro-rata basis, as per the work done/items of work executed/completed as per Schedule of work. Interim/part payments shall be made to the firm, for the quantity and items of works executed and completed, as approved by the Director. The 5% performance guarantee shall be refunded to the firm/agency only after the completion of the work in all respects, recording final measurements and effecting final payment to the firm.

### **अंतिम बिल भुगतान / FINAL BILL PAYMENT: -**

The final bill shall be settled on receipt of completion certificate duly signed by the concerned officer. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

All claims of the contractor shall be settled within 03 months from the date of payment of the final bills. Any claims of the contractor beyond the said period will not be entertained.

## **11. Arbitration:**

All the matter in connection with or arising out of the contract, to be unacceptable and is disputed, shall be referred to Dispute Redressal Committee (DRC). No party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within a period of 60 days extendable by 30 days by consent of both the parties or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), go for appointment of arbitrator under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

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

Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC. It is also a term of this contract that any member

of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

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

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

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties preferably at Mumbai. Failing arbitration in solving the dispute, high court of Mumbai/courts at Mumbai alone shall have the jurisdiction for all aggrieved parties.

#### 12. Grounds for Banning / Blacklisting of Agency:

Banning / Blacklisting of Business with an agency may be ordered by the Director under following grounds. The decision of the Director shall be final and binding of the contractor.

| Sr. No | Grounds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Suspension of Banning and Period Revocation                     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1      | If there are security consideration, including questions of loyalty of the agency to the state.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Minimum three years and maximum five years.                     |
| 2      | If the agency is bankrupt or insolvent or being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been institute                                                                                                                                                                                                                                                                                                                                                                                                                      | Minimum one year or till situation improves whichever is later. |
| 3      | If there is strong justification for believing that the Directors, Proprietors, Partners, Employee(s), Representatives or owner of the agency have been either jointly or severally guilty of malpractices such as bribery, corruption, fraud including submission of fake false or forged documents / certificates, Duplication of inspection stamps, pilferage, substitution of Tenders, bid rigging / price rigging, interpolations, substitution of materials in lieu of materials supplied by DLL or its client and other violation including misrepresentation of facts. | Minimum three years and maximum five years.                     |
| 4      | If the agency has deliberately violated and circumvented the provision of labour law/ regulations/ rules, safety norms or other statutory requirements                                                                                                                                                                                                                                                                                                                                                                                                                         | Minimum one years and maximum five years.                       |
| 5      | If the Agency has parted with, leaked or provided confidential proprietary information of DLL or its client given to the agency only for its use (in discharge of his obligations against an order) to any third party without prior consent of DLL                                                                                                                                                                                                                                                                                                                            | Minimum three years and maximum five years.                     |

|   |                                                                                                                                                              |                                             |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 6 | The agency uses intimidation/ threatening or brings undue outside pressure on DLL or its officials in acceptance /performance of the job under the contract. | Minimum three years and maximum five years. |
| 7 | Withdrawal of bids after opening of Technical Bid.                                                                                                           | Minimum one year and maximum three years.   |
| 8 | Withdrawal of bid after price opening/ refusal to accept order.                                                                                              | Minimum one year and maximum three years.   |
| 9 | Failure to execute and complete the work after of work as per contract agreement                                                                             | Minimum three years and maximum five years  |

### **13 विनिर्देशों में और डिजाइनों में बदलाव/ Alterations in specifications & in designs**

The Director or his representative shall have powers to make any alteration in or addition to the original specifications, drawings, designs etc. which may appear him to be necessary or advisable during the progress of the work & the Contractor shall be bound to carry out the work in accordance with such alterations. Such alterations shall not invalidate the contract. Any additional work which the Contractor may be directed to do in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work & at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work & the certificate of the Director shall be conclusive as to such proportions. If the additional work includes any class of work for which no rate is specified under this contract, the Contractor shall within 7 days of the date of the receipt of the order to carry out the additional work, inform the Director of the rate at which he is prepared to undertake such class of work & if the Director does not agree to this rate, he shall give notice in writing & be at liberty to cancel his order to carry the such work, & arrange to carry it out in such a manner as he may consider advisable. If, however, the Contractor shall have commenced work in regard thereto before the rates have been fixed, he shall only be entitled in respect of the work carried out or expenses incurred by him prior to the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Director whose decision shall be final.

### **14. कार्य का निरीक्षण/ Inspection of Work**

Work under execution or execution in respect of this contract shall at all items be open to inspection & supervision of the Director & his subordinates; & the Contractor shall at all times, for which reasonable notice shall be given, be himself present to receive orders & instructions or have a responsible agent on the work for the purpose.

### **15. Subletting**

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

### **16. श्रमिक/Labour**

- No child labour as per the prevailing rules shall be employed.
- The Contractor shall not pay less than fair wage to labourers engaged by him on the work.

### **स्पष्टीकरण/Explanation**

- (i) **“Fair Wage”** means wage prescribed by the Central or State Government for the district in which the work is done.
  - (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
  - (iii) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement, the contractor shall comply with the labour regulations made by the central and State Government from time to time in regard to payment of wage, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage card, publication of scale of wages and other terms of employment, Inspection and submission of periodical returns and all other matters of a like nature.
  - (iv) The Director shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for making the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.
  - (v) Under the provision of the Minimum Wages Act’1948 and the Minimum wages(central) Rules’1950 the contractor is bound to allow, or cause to be allowed to the labourers directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rates as for duty. In the event of default, the Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.
  - (vi) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of the contract.
- (c) The contractor shall at his own expense provide or arrange for the provision of footwear and gloves for any labour doing cement mixing or placing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Director or his representative and on his failure to do so the Government shall be entitled to provide the same and recover the cost thereof from the contractor.
- (d) The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Director true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, (1) The number of labourers employed by him on the work and their wages (2) their working hours, (3) the wages paid to them (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed maternity benefit according to clause 13-(f) and the amount paid to them. On his failure to do so, the contractor shall be liable to pay to Government a sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Director shall be final and the amount so levied shall be deducted from any bill due to the contractor.
- (e) Maternity Benefit: Rules for female workers employed by contractor, Leave and pay during leave shall be regulated as follows: -
- 2. Leave
    - (i) In case of delivery: Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
    - (ii) In case of miscarriage: Upto 3 weeks from the date of miscarriage.
  - 3. Pay

- (i) In the case of delivery: Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy-five paise a day whichever is greater.
  - (ii) In the case of miscarriage: Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
4. Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for total period not less than 6 months immediately preceding the date on which she proceeds on leave.
5. In respect of all labourers directly or indirectly employed in the work for the performance of the contractor's part of the agreement, the contractor shall at his own expense arrange for safety provisions as per clause-17 in respect of safety code and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a sum (penalty) of Rs.50/- for each default and in addition the officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

#### **15. श्रमिक के लिए आवास/Housing for Labour**

- (a) The contractor(s) shall at his/their labour with a sufficient number of huts (herein after referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Director or his representative and to his satisfaction.
  - (i) The minimum height of each hut at the eye level shall be 7' and the floor area to be provided will be at the rate of 30.00sqft for each member of the worker's family staying with the labourer.
  - (ii) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 6' x 5' adjacent to the hut for each family.
  - (iii) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
  - (iv) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
  - (v) All the huts shall have wall of sun-dried or burnt bricks laid in mud mortar or other, suitable local materials as may be approved by the Director or his representative. In case of sun dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Director or his representative and the contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
  - (vi) The contractor(s) shall provide each hut with proper ventilation.
  - (vii) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
  - (viii) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of Director or his representative, back-to-back construction will not be allowed.

#### **(b) पानी की आपूर्ति/ Water Supply:**

- (i) The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and

washing purposes. Where piped water supply is available supply shall be at stand post and where supply is from wells or river tanks which may be of metal or masonry, shall be provided.

- (ii) The contractor shall also at his own cost make arrangements for laying pipe lines for water supply to his/their labour camp from existing mains available and shall pay all fees and charges
- (c) The sites selected for the camp shall be high ground, removed from Jungle.
- (d) Disposal of Excreta: The contractor shall make necessary arrangements for disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the local/health authorities. If trenching or incineration is not allowed the contractor shall make arrangements for removal of excreta through the Municipal Committee/Authority and informed it about the number of labourers employed so that arrangement may be made by such committee/authority for removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal Authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
- (e) Drainage: The contractor shall provide efficient arrangement for draining away the sullage water so as to keep the camp neat and tidy.
- (f) Lighting: The Contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accident to the workers.
- (g) Sanitation: The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
- (h) Removal of hutting accommodation: The contractor(s) shall require his/their labourers to vacate and remove from all site all labour hutting accommodation immediately on finishing the work which shall be deemed to have been completed only upon the performance of this condition.

**16. कार्य के स्थल पर श्रमिकों के लिए स्वास्थ्य और स्वच्छता की व्यवस्था का संरक्षण /Protection of health and sanitary arrangements for workers at work place:-**

(a) Definitions:

- (i) "Workplace" means a place at which at an average fifty or more workers are employed in connection with construction work.
- (ii) "Large workplace" means a place at which at an average 500 or more workers are employed in connection with construction work.

(b) First Aid:

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

(c) Drinking water:

- (i) In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

(d) Washing and Bathing Places:

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

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

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

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

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

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

(j) Creche:

- (i) At every workplace, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infants' games and play and the other as their bed-room. The huts shall not be constructed on a lower standard than the following:

Thatched roofs; Mud floors and walls; Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided. The use of the hut shall be restricted to children their attendants and mothers of the children.

- (ii) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after the children of women workers.

(iii) The size of crèche or crèches shall vary according to the number of women workers.

(iv) The crèche or crèches shall be properly maintained and necessary equipment like toys etc. shall be provided.

**17. श्रमिक के लिए आराम, मनोरंजन /Rest, Recreation and Feeding facilities for Labour:**

(i) The contractor shall at his own cost provide his labour with facilities in the form of a Canteen (mobile or otherwise) for obtaining adequate meals and beverages at appropriate times, in case there is a demand from the labour.

(ii) The canteen shall comply with the National laws and regulations of Health in regard to cleanliness, type of meals provided etc; and operate on a 'no profit basis'.

(iii) At places where it is difficult for the labour to obtain food stuffs, the contractor shall make adequate provision for food stuffs to be sold to his labour on a 'no profit basis'. The facility should be provided near the area where residential accommodation has been provided by the contractor for the labour.

(iv) The workers should in no case be under any obligation to participate in the utilization of any of the facilities provided.

**18. सुरक्षा संहिता/Safety Code**

(i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used; an extra mazdoor shall be engaged for holding the ladder & if the ladder is used for carrying materials as well, suitable footholds & handholds shall be provided on the ladder & the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal & 1 vertical).

(ii) Scaffolding or staging more than 12' above than ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted braced & otherwise secured at least 3 ft. high above the floor or platform of such scaffolding or staging & extending along the entire length of the outside & ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent from awaying from the building or structure

(iii) Working platform, gangways & stairways should be so constructed that they should not sag unduly or unequally & if the height of the platform or the gangway or the stairway is more than 12 ft. above ground level or floor level, they should be closely boarded. Should have adequate with & should be suitably fenced, as described in (ii) above.

(iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons on materials by providing suitable fencing or railing whose minimum height shall be 3'0".

(v) Safe means of access shall be provided to all working platforms & other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall be in no case less than 11 ½" for ladder upto & including 10 feet in length. For longer ladder this width should be increased at least ¼" for each addition foot or length. Uniform steps spacing shall not exceed 12".

Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of works shall be so stocked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall also provide all necessary fencing & lights to protect the public from accident & shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such persons or which may be with the consent of the Contractor to be paid to compromise any claim by any such person.

- (vi) Excavation and Trenching: All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3' above the surface of the ground. The side of the trenches which are 5' or more in depth shall be stepped back to give suitable slopes, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 5 feet of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii) Demolition: Before any demolition work is commenced and also during the process of the work: -
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected:
  - (ii) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof, or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the Director or his representative should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
  - (d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the Manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the Man-holes, and the man-holes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - (f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed in the work of lead painting, the following precautions should be taken: -
    - I. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
    - II. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
    - III. Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during any cessation of work.
- (ix) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.
- (x) Use of Hoisting machines and tackle including their attachments, anchorage, and supports shall conform to the following standard or conditions: -

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

## **19. दुर्घटनाओं की जिम्मेदारी /Responsibility for accidents:**

- (i) **The contractor shall be responsible for any accidents or damages to the work during construction and he shall restore and make good such injury at his own expenses. Contractor shall also place required First Aid Kits at site.**
- (ii) In every case in which by virtue of provisions of section 12, sub-section 1 of the workmen's compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the work, Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section 12 sub-section 2 of the said Act. Government shall be at liberty to recover such amount or any part thereof by deducting it from his earnest money or from any sum due by Government to the contractor. Government shall not be bound to contest any claim made against it under section 12, sub section 1 of the said Act except on the written request of the contractor and upon his giving to Government full security for all cost for which Government might become liable in consequence of contest of such a claim.

## **20. मचान आदि/Scaffolding etc.**

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

## **21. देय राशि की वसूली/ Recovery of sums due**

Whenever any claim for the payment of a sum of money arises out of or under this contract against the Contractor, the President of India shall be entitled to recover such sum by appropriating, in part or whole, from the amount of laying with the Director.

## **22. मुआवजा/A Set-off**

Any sum of money due & payable to the Contractor under this contract may be appropriated by the purchaser or Government or any other person or persons contracting through the Director of Lighthouses & Lightships, Mumbai & set off against any claim of money arising out of or under any other contract made by the Contractor with the purchaser or Government or such other person or persons.

## **23. दिवाला और अनबंध का उल्लंघन/ In solvency & breach of contract**

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

- (i) If the Contractor being an individual or if a firm any partner in Contractor's firm shall at any time be adjudged involvement or shall have a receiving order or order for administration or his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act from the time being in force or make any conveyance or assignment of his effects or enter into any arrangement with this creditors or suspend payment or if the firm be dissolved under the Partnership Act or,
- (ii) If the Contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a Receiver or Manager on behalf of the debenture-holders shall be appointed or circumstances shall have arisen which entitled the court of debenture-holders to appoint a Receiver or Manager; or
- (iii) If the Contractor commits any breach of this contract not herein specified provided for: provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall accrue thereafter to the President of India & provided also that the Contractor shall be liable to pay the President of India for any extra expenditure he is thereby put up.

## **24. ठेकेदार को देय पैसे पर ब्याज/Interest on money due to the Contractor**

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

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

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

Subject as aforesaid the Arbitration Act, 1940 & the rules there under & the statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause

The Engineer-in charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal. The contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm / company) who himself has such qualification, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and / or the contractor shall on receiving reasonable notice from the Engineer-in-charge or his designated representatives(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and /or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor.

The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge or his designated representative in the site book and shall affix his signature in token of noting down the instructions and in broken of acceptance of measurements.

There shall be no objection if the representative /agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the Engineer-In-charge, whose decision in this respect is final and binding on the contractor, is convinced that so much technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of the clause, a recovery shall be effected from the contractor and the decision of the Engineer-in-charge as recorded in the sited order book and measurement recorded in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical

representative/ responsible agent along with every on-account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-charge.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision of the work.

The Engineer-in Charge shall be at liberty to subject to the require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by Engineer-in-charge to the undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and persons so removed shall be replaced as soon as possible by competent substitutes

## **26. कटौती/Deductions**

- i. GST as applicable at present rate shall be paid by the contractor. The estimated cost put in to the tender is inclusive of GST as per prevailing rate. The contractor shall quote the rates inclusive of GST and other taxes as applicable on last date of tender.
  - ii. TDS on GST as applicable shall be deducted from each Running Account and final bill.
  - iii. TDS on Income Tax shall be deducted at source as per Government income tax Department notification.
  - iv. Labour cess @ 1% and any other Government levies will be deducted from each RA bill.
  - v. Deduction towards electricity/water charges, if any.
- All above deductions are subject to changes if any amendment issued by the Central/ State Government from time to time.

27. The contractor shall be blacklisted if the contractor not accepting the submitted bid and PBG shall be forfeited, if contractor fails to execute the work as per specifications/ other terms & conditions of the contract/direction of Director or his authorised representative.

28. Any dispute, difference or Law suites and other proceedings arising out of or in connection with the contract shall be instituted in Court of Law under the jurisdiction of Mumbai.

## **29. Preference to Make in India**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

- a. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.
- c. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- d. 'Procuring entity' means Directorate General of Lighthouses and Lightships and its regional Directorates.

- e. 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works.
- i. **Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'non-local suppliers' for different types of procurement**
- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
  - b. Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i) (a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of Competent Authority.
  - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- ii. **Purchase Preference:**
- a. Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
  - b. In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:
    1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
    2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
  - c. In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
4. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

iii. **Applicability in tenders where contract is to be awarded to multiple bidders**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

iv. **Exemption of small purchases:** Notwithstanding anything contained in paragraph (i), procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by Directorate that

procurement is not split for the purpose of avoiding the provisions of this Order.

- v. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
- vi. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- vii. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
- viii. **Verification of Local Content:**
  - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints in DGLL.
  - d. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - e. A supplier who has been debarred for violation of the Order shall not be eligible for preference under the Order for procurement for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice, in the manner prescribed under paragraph (f) below.
  - f. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
    - 1. The fact and duration of debarment for violation of the Order by any procuring

entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the Ministry or in some other manner.

2. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website.
3. In respect debarment carried out by other procuring entities, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**Director**

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



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## अनुभाग/SECTION-V

### संविदा की विशेष शर्तें/Special Conditions of Contract

1. All the materials proposed to be used in the work shall confirm to the latest version of relevant codes/specifications of Bureau of Indian standard and as per direction of Director of Lighthouses and Lightships or his authorized representative.
2. The Contractor shall submit the programme, detailed work procedure in which he purposes to carry out the work including arrangement of all tools and plants, Machinery and equipments required for execution of work. The submission of programme for approval by Director shall not relieve the contractor from any of his duties and responsibilities under the contract.
3. All labour, materials, tools, plants, machinery, equipment, water, electricity etc. required for execution for work shall be arranged by the contractor at his own cost.
4. The work shall be carried out in the manner, complying in all respects with the requirement of relevant byelaws of national, state and the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
5. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials and other inputs involved in the execution of the items.
6. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all –inclusive and shall apply to all heights, depths, leads and lifts.
7. All tools, plant and machinery provided by the contractor shall, when brought to the site, be deemed to be exclusive intended for execution of this work and the contractor shall not remove the same or any part thereof without the consent of the Director.
8. All arrangements for establishment, watch & ward of stores and security of sites, police permission, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.
9. The Director means the President of India through the Director of Lighthouses and Lightships, Mumbai (hereinafter referred to as 'DLL') having its registered office at the Deep Bhavan, M. G. Road, Ghatkopar (East), Mumbai – 400 077 and shall include his legal representatives and successors and permitted assigns. Accepting authority shall be DLL or his legal representatives and successors and permitted assigns. All the future correspondences in this connection shall be addressed to : -  

The Director,  
Directorate of Lighthouses & Lightships,  
“Deep Bhavan”, M. G. Road, Ghatkopar (E)  
Mumbai – 400 077  
Phone No:- +91 – 22 -2506 8390  
Fax No:- +91 – 22 – 2506 0996 (email- [dte-mum@gov.in](mailto:dte-mum@gov.in))
10. The Contract shall be governed by the law of the India. All documents related to bid shall be in Hindi / English language. The language for communications shall be Hindi / English. Law suits and other proceedings arising out of or in connection with the contract shall be instituted in Courts of Law at Mumbai, India only.

11. The cost associated with preparation and submission of bid shall be borne by the bidder. The cost of stamp duties and similar charges (if any) imposed by laws in connection with entry into the contract agreement shall be borne by the bidder.
12. The Contractor shall execute and complete the works in accordance with the contract, and shall remedy and defects in the works.
13. The Director may issue instructions to the contractor, which may be necessary for the Contractor to perform his obligations under the Contract. The contractor or his authorized representative shall be available for taking the instructions from the Director or his authorized representative.
14. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. The Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper design, execution and completion of the works.
15. The Contractor shall take all reasonable steps to protect the environment (both on and off the site) and to limit damage and nuisance to people and property resulting from pollution, noise, dust, gases, fuel and other results of his operations.
16. Quantities indicated in the schedule are only approximate & indicative. Variation in quantities may be plus or minus 25% (Twenty Five Percent). The rate for varied quantities shall be same as quoted by tenderer & nothing any extra amount shall be claimed by the contractor. Excess quantity shall be executed only after written approval of Director otherwise no payment shall be made for that excess quantity. The payment of R.A.Bill shall be made for the actual quantities executed and recorded.
17. If any extra items other than the scheduled items are required to be executed, the rates of such items shall be calculated based on the formula DSR rate or amount as per the market rate analysis (for Non DSR items) x (Contract value/Estimated Cost). If the contract value is higher than the estimated cost, DSR rate or amount as per the market rate analysis (for Non DSR items) shall be payable. All such works shall be carried out only after obtaining the written approval from the Director.
18. General Definitions: -
  - (A) "Contract" means Special and General conditions, the specifications, the drawings, the schedule of works, the bid, 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).
  - (B) "Tender" 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.
  - (C) "Contractor" means the person(s), firms, or company whose bid has been accepted by the Director and the legal successor but not (except with the consent of the Director) any assignee of such person.
  - (D) "Contract Price" means the agreed amount stated in the Contract Agreement for the design, execution and completion of the Works and the remedying of any defects, and includes adjustments (if any) in accordance with the Contract.
  - (E) "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
  - (F) Joint Venture: - If a bidder constitutes (under applicable laws) a joint venture they shall submit and comply with the following requirements:
    - (a) The bid shall be signed so as to be legally binding on all partners,
    - (b) One of the partners shall be nominated as being in charge. This authorization shall be evidenced by submitting an authorization letter signed by legally authorized signatories of all the parties,

- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture. The entire execution of the contract including payment shall be made exclusively with the partner in charge,
  - (d) All partners of the Joint Venture shall be liable jointly and separately for the execution of the contract in accordance with the contract in accordance with the contract terms. A relevant statement to this effect shall be included in the authorization mentioned under sub clause 28(b) above. The name and address of each of the signatory shall be shown in print underneath each signature,
  - (e) A copy of the agreement entered into by the Joint Venture partners is to be submitted with the bid.
  - (f) The Contractor shall not change its composition or legal status without the prior consent of the Director.
19. Priority of Documents: The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- (a) The Contract Agreement,
  - (b) The Special Conditions of Contract,
  - (c) The General Conditions of Contract,
  - (d) Description of the items in Schedule of work,
  - (e) Bureau of Indian Standards Specifications.
20. The Director shall not make any direct payment to the subcontractor.
21. The contractor shall pay income tax and surcharge for all payments made to him under the contract as per prevailing laws.
22. Any notice to the contractor shall be deemed to be sufficiently served if given or left on writing at his usual or last known place of abode or business or a site.
23. On the completion of the works, the contractor shall clear away and remove from the site all construction plants, temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the Director.
24. A fortnightly progress report of the work shall be submitted giving details of the work completed in the period and showing the progress of the work measured against the programme submitted by the contractor.
25. Any increase in rates in respect of labour and materials during execution of work shall be borne by the bidder.
26. Test report of all material shall be submitted by contractor at his own cost.
27. All the materials proposed to be used in the work shall conform to the latest version of the relevant codes/ specifications of Bureau of Indian Standards and as per the direction of the Director of Lighthouses and Lightships, Mumbai or his authorised representatives.
28. All labour, materials, tools, plants, machinery, equipment, water, electricity etc required for the execution of the work shall be arranged by the contractor at their own cost.
29. **Water Supply and Electricity:** The rates quoted by the contractor shall include all expenditure for providing water for the full contract period required for the works including that for the labour and all staff at site. He shall make his own arrangement for the supply of good quality water suitable for use in the works and work people. Electricity for running the motor or any other equipment required should be arranged by the contractor. In case, water and electricity is arranged by the Owner charges towards the same shall be recovered @ 1% of the tender cost for water and 1% of the tender cost for electricity.

**Director**



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**अनुभाग/SECTION-VI**

**कार्य का दायरा और तकनीकी विनिर्देश/ Scope of work and Technical Specification**

1. Successful bidder has to supply, install and commissioning the items mentioned in BOQ at the site.

2. **SCOPE OF THE WORK:**

The scope of work covered in this tender shall be as per the Bill of Quantities, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. The work will be executed according to the drawing to be released as "Good for work" from time to time by the Engineer-In-Charge of the DLL and according to any additions / modifications / alterations / deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The scope of work mainly covers the supply of items & execution of work as per BOQ.

**2.1 BRIEF ELECTRICAL ITEMS / WORK SPECIFICATIONS:**

**2.1.1 Solar Street Light:**

- Supply, Installation, Testing and Commissioning of 20Nos 20W All in one Integrated Street Light Complete with mounting structure for the battery and accessories and wind storm withstand capacity as per the zone, comprising of 20 watt, 6V Mono Passivated Emitter and Rear Contact (PERC) Solar Panel (minimum efficiency 21%), Pulse width modulation (PWM)/Maximum Power point tracking (MPPT) Charge Controller in the box with a sleek appearance and a sturdy structure, is weather-proof, and is simple to install, With Lithium- Iron Phosphate Battery (LiFePO4) 3.2Volt (Cell) 24 AH battery, charging time 6-8 hours, Battery backup time 12 hours (minimum) complete in all respect and inter connections with 1.5 sq mm FRLS, PVC insulated copper conductor single core cable and earthing etc. as required.
- The GI pole should be 80 mm dia heavy duty Class C with 03Mtrs and GI Single arm should be 32 mm dia heavy duty Class C with 1Mtr.
- The foundation of each street light pole with length in cement concrete 1:3:6 (1 cement: 3 coarse sands: 6 graded stone aggregate 40 mm nominal size) and foundation size (350mm x 350mm x 450mm) concrete structure above ground level and 450mm x 450mm x 600mm below ground level etc., as required with set up of 04 nos 14 mm x30"J type ss stud & washer for each foundation of street light.
- Removal of old Street Lights with pole and foundation and handover to the Station-incharge.

2.2 Bidder must get the approval of Director or his representative for make, and model of materials used before installation at site. Make and model of the materials will be finalized by Director or his representative before installation at site. Materials not matching specification mentioned and of inferior quality will be rejected. Bidder has to quote rate taking all these points into consideration.

3. **Special terms & conditions for bidders:**

- a) This work includes Supply, Installation Testing and Commissioning of All-in-one Integrated Solar Street Lights with GI Class C pole and foundation, Removal of old street lights as mentioned in BoQ etc.
- b) The bidder shall upload the datasheet of offered product.
- c) The bidders must submit all necessary certificates else will be disqualified in the technical evaluation.
- d) The bidders will be responsible for drawing / single line diagram / block diagram, test certificate, meter calibration etc. if required.
- e) The bidders are advised to visit the site to assess the quantum of works before participating in tender and if there is any query, same may be discussed in the pre-bid meeting.
- f) Bidders are advised to attend the pre-bid meeting. No query will be entertained after pre-bid meeting.
- g) Bidder has to be carried out all the works as per the instruction of Director or his representative.
- h) All the fittings and accessories that might not have been maintained specifically in the BOQ but are necessary for completion of the work shall be deemed to be included in the specification and shall be supplied and furnished by the bidder without any extra cost.

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

निदेशक/ Director

भारत के राष्ट्रपति के लिए और उनकी ओर से

For and on behalf of the President of India

भारत सरकार  
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय  
**दीपस्तंभ और दीपपोत निदेशालय**  
'दीपभवन', एम.जी.मार्ग, घाटकोपर (पूर्व),  
मुंबई 400077 (महाराष्ट्र)



Govt. of India  
Ministry of Ports, Shipping & Waterways  
**DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS**  
'Deep Bhavan', M. G. Road, Ghatkopar (East),  
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**अनुभाग/SECTION-VII**

**विद्युतीय उपकरण निर्माता / ब्रांड की स्वीकृत सूची जहाँ विशेष रूप से उल्लेख नहीं किया गया**  
**LIST OF APPROVED MAKES/BRANDS OF ELECTRICAL ITEMS WHEREVER NOT**  
**MENTIONED SPECIFICALLY**

LIST OF APPROVED MAKES/BRANDS OF ELECTRICALS ITEMS:

| Sr.No. | Item                                      | Makes/Brands                                   |
|--------|-------------------------------------------|------------------------------------------------|
| 1      | All in one Integrated Solar Street Lights | Havells/Crompton/Orient/Bajaj/Tata/Adani/Wipro |

**Note:**

The brands other than mentioned above, need to be approved by DLL or his representative. The decision of Director is final and binding on the contractor.

**8.0 Force Majeure:**

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

निदेशक/ Director

भारत के राष्ट्रपति के लिए और उनकी ओर से  
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खंड /SECTION - VIII

Tender Inviting Authority:

[Validate](#) [Print](#) [Help](#)

[Percentage BoQ](#)

Tender Inviting Authority:

**Schedule of Work/Bill of Quantities uploaded separately on website**

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'दीपभवन', एम.जी.मार्ग, घाटकोपर (पूर्व),  
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## SECTION -IX

### Technical Evaluation Criteria

- The Technical Bids shall be evaluated by a Committee. The statutory requirements are mandatory for getting eligible in technical bid. Hence the bidders are advised to submit all statutory documents without fail.
- It is mandatory on the part of the bidder to score a minimum of 70% in aggregate to qualify for the opening of commercial bid.
- The commercial bids of only those bidders shall be opened whose bid is technically qualified.
- The technically qualified bidder who has quoted the lowest rates shall be declared successful bidder.
- The Technical Evaluation shall be carried out based on following attributes to ascertain the quality of bid

| Sl. No | Attributes                                                                                                                | Max Marks  | Evaluation Criteria                                                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <b>Statutory Requirements</b>                                                                                             |            | Bidders who submit all the statutory documents will only be considered for evaluation else rejected.                                                                                                                 |
| i)     | EMD or MSME/NSIC exemption                                                                                                |            |                                                                                                                                                                                                                      |
| ii)    | Copy of valid firm / company registration                                                                                 |            |                                                                                                                                                                                                                      |
| iii)   | Data sheets for offered product                                                                                           |            |                                                                                                                                                                                                                      |
| iv)    | Copy of PAN Card and GST Registration                                                                                     |            |                                                                                                                                                                                                                      |
| v)     | Affidavit Self attested that (a) bidder is not blacklisted and (b) Bid is unconditional.                                  |            |                                                                                                                                                                                                                      |
| vi)    | Tender acceptance letter as per Annexure-III                                                                              |            |                                                                                                                                                                                                                      |
| 2      | <b>Financial Standing of the Firm</b>                                                                                     | 40         |                                                                                                                                                                                                                      |
| i)     | Proof of average annual Turnover for minimum amount for last 3 years                                                      | 10         |                                                                                                                                                                                                                      |
| ii)    | Annual Reports/Audited balance sheet/Profit and loss statement for last 3 years                                           | 10         |                                                                                                                                                                                                                      |
| iii)   | Income tax return for last three Assessment years                                                                         | 10         |                                                                                                                                                                                                                      |
| iv)    | Bank solvency certificate for minimum amount of Rs.3,05,720/- issued within one year from last date of submission of bid. | 10         |                                                                                                                                                                                                                      |
| 3      | Experience in similar class of service as per Section 3.1                                                                 | 40         | i) 60% marks for minimum eligibility criteria as per section 1, clause 3.1<br>ii) 100% marks for twice the minimum eligibility criteria as per section 1, clause 3.1<br>iii) In between (i) & (ii) on pro-rata basis |
| 4      | Performances of Services                                                                                                  | 20         | i) Very Good 20<br>ii) Good/Satisfactory 15<br>iii) Poor 0                                                                                                                                                           |
|        | <b>TOTAL</b>                                                                                                              | <b>100</b> |                                                                                                                                                                                                                      |

**बयाना जमा फॉर्म/ Earnest Money Deposit Form**

1. Bidder should prepare the EMD as per the instructions specified in the NIT/tender document.
2. Earnest Money Deposit shall be furnished in the form of **Demand Draft/Fixed Deposit receipt(FDR)/** of any scheduled Bank in favour of Director of Lighthouses and Lightships, Mumbai payable at Mumbai valid for 90 days. EMD in any other form shall not be accepted.
3. Scanned copy of EMD should be submitted online with Cover-1 (i.e. Technical Bid).
4. The original of EMD should be submitted to the Director, Directorate of Lighthouses & Lightships, Mumbai on or before the last date and time of the bid submission. Bidder should send the EMD through Post/Courier service/in person.
5. The Director, Directorate of Lighthouses & Lightships, Mumbai shall not be responsible for any delay or loss, due to Postal/Courier services. The details of the demand draft/bank guarantee, physically sent should tally with the details available in the scanned copy & data entered during the bid submission time, otherwise the uploaded bid shall liable to be rejected.
6. Earnest Money Deposit of the unsuccessful bidders shall be returned after completion of the processing of bids.
7. The full EMD will be forfeited by the Director, Directorate of Lighthouses & Lightships, Mumbai, if,
  - a) The bidder withdraws his bid during bid validity period.
  - b) The bidder makes any modification in the terms & conditions of the Bid at his own.
  - c) The bidder does not accept corrigendum/addendum issued by the Director, directorate of Lighthouses & Lightships, Mumbai, or any corrections raised due to error in filling the bid.
  - d) The successful bidder fails to sign the agreement within 15days from the issue of award of the contract.
  - e) The successful bidder fails to furnish valid for contract performance within 15 days from the issue of award of the contract.

EMD of the Successful bidder shall be refunded within 30 days without any interest after submitting the valid performance guarantee and subsequent its verification

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

अनुबंध निष्पादन के लिए गारंटी प्रोफार्मा/ Proforma of Bank

GuaranteeContractPerformance

(स्टैम्प अधिनियम के अनुसार मुहर लगाए / To be stamped in accordance with Stamp Act)

बैंक गारंटी सं / Bank Guarantee No.: \_\_\_\_\_

संदर्भ / Ref. \_\_\_\_\_

दिनांक / Date \_\_\_\_\_

सेवा में / To,

भारत के राष्ट्रपतिमहोदय/ The President of India

निदेशक के माध्यम से / Acting through the Director

दीपस्तंभ और दीपपोत निदेशालय / Directorate of Lighthouses & Lightships

दीप भवन / Deep Bhavan, एम.जी. मार्ग / M.G. Road

घाटकोपर (पूर्व) / Ghatkopar (East)

मुंबई / Mumbai - 400 077

महोदय/ Sir,

In consideration of the President of India through the Director of Lighthouses & Lightships, Mumbai, (hereinafter referred to as 'DLL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s. \_\_\_\_\_ with its reregistered/ Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract namely "**Supply Installation Testing and Commissioning of Solar Street Lights at Kanhoji Angre Lighthouse under Mumbai Directorate.**" by issue of the DLL's letter No \_\_\_\_\_ Dated \_\_\_\_\_ entering into a formal contract to that effect with the DLL on \_\_\_\_\_ vide agreement dated \_\_\_\_\_ (referred to as the Contract) and the Contractor having agreed to provide a Contract Performance Guarantee, for the faithful performance of the entire contract for ` \_\_\_\_\_ equivalent to 5% of the said value of the contract to the DLL.

We \_\_\_\_\_ (Name & Address of the bank) having its Head office at \_\_\_\_\_ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the DLL, on mere demand any and all moneys payable by the Contractor to the extent of ` \_\_\_\_\_ \* as aforesaid at any time up to \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the DLL on the Bank shall be conclusive and binding notwithstanding any difference between the DLL and the 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 DLL and further agrees that the guarantee herein contained shall continue to be enforceable till the DLL discharges this guarantee.

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

The bank also agrees that the DLL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the DLL may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding

- (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 DLL, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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

Notwithstanding anything contained herein above our liability under this Bank Guarantee is limited to total amount of ` \_\_\_\_\_\* and it shall remain in force up to and including

\_\_\_\_\_ \*\* and shall be extended from time to time for such further period as desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_

**गवाह / Witness**

हस्ताक्षर/Signature \_\_\_\_\_ हस्ताक्षर/Signature \_\_\_\_\_  
नाम / Name \_\_\_\_\_ (बैंक रबर स्टैम्प) \_\_\_\_\_  
Bank's Rubber Stamp

अधिकृत पता/ \_\_\_\_\_ बैंक स्टैम्प साथ पदनाम/ \_\_\_\_\_  
Reg. Address \_\_\_\_\_ Designation with Bank Stamp

मुख्तारनामा के अनुसार मुख्तार/ \_\_\_\_\_  
Attorney as per power of attorney

**टिप्पणी/ Note :**

1. जो भी लागू नहीं है, विष्कारित करे/ Strike out whichever is not applicable.
  - \* यह राशि परफोरमन्स गारंटीके लिए अनुबंध मूल्य के 5%(पाँच प्रतिशत) होगी ।
  - \* This sum shall be 5% (Five percent) for Performance Guarantee of the contract Price.
  - \*\* अनुबंध में निर्दिष्ट के अनुसार परफोरमन्स गारंटीअवधि की तारीख संतोषजनक कार्य समाप्ती से 1 महीने के बाद की तारीख होगी ।
  - \*\* The date of performance guarantee will be 1 month after the satisfactory completion of works as specified in the Contract.
  - \*\*\*उचित मूल्य के स्टैम्प पेपर की खरीदी गारंटी जारी करने वाले बैंक के नाम पर की जाएगी.
  - \*\*\*The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

**निविदा स्वीकृति पत्र /TENDER ACCEPTANCE LETTER**

(कंपनी लेटर हेड पर दिया जाना है /To be given on Company Letter Head)

Date:

To,

भारत के राष्ट्रपति महोदय/ The President of India

निदेशक के माध्यम से/ Through the Director

दीपस्तंभ और दीपपोत निदेशालय/ Directorate of Lighthouses & Lightships,

मुंबई/ Mumbai

**Sub: - Acceptance of Terms & Conditions of Tender.**

Tender Reference No: - EM-Mum-10016/1/2020-Electrical Section dated 10/10/2025.

**Name of Work : Supply Installation Testing and Commissioning of Solar Street Lights at Kanhoji Angre Lighthouse under Mumbai Directorate.**

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

\_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents from Page No.\_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

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

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

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

6. The commercial bid does not contain any condition.

भवदीय, /Yours faithfully,

(Signature of the Bidder, with Official Seal)

वचनपत्र /UNDERTAKING

(कंपनी लेटरहेड पर दिया जाना है)

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

.....do hereby give an undertaking that

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

(Seal of the Company)

Date.....

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

Place.....

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

**BID SECURING DECLARATION**

(कंपनी लेटरहेड पर दिया जाना है) (On letter head of the firm)

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

Date:

Signature with seal of Bidder

Place:

**DECLARATION REGARDING BLACKLISTING FROM TAKING PART IN GOVT.TENDER GOVT.  
DEPT**

**(To be executed on Rs.500/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----has not been blacklisted or debarred in the past by Government organization from taking part in Government tenders.

Signature -----

Name -----

Capacity in which as signed: -----

Name & address of the firm: -----

Date:

Signature of Bidder with seal.

**विविध सूची /MISCELLANEOUS LIST**

**उन कार्यों और चूकों की सूची जिनके लिए जुर्माना लगाया जा सकता है**

**List of Acts and Omissions for which Fines can be Imposed**

(In accordance with rule8(d) of the Lighthouse Department contractor's labour Regulations to be displayed prominently at the site of work in both English and local language).

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

(कंपनी लेटरहेड पर दिया जाना है) (On letter head of the firm)

अनुलग्नक/ANNEXURE – VIII

Dated:

**DECLARATION**

To

**The Director**

Directorate of Lighthouse & Lightships, Deep  
Bhavan, M G Road  
Ghatkopar ( East)  
Mumbai-400077.

**Sub: Supply Installation Testing and Commissioning of Solar Street Lights at Kanhoji Angre Lighthouse under Mumbai Directorate.**

It is certified that none of my relatives are not working in Ministry of Ports, Shipping and Waterways (or) Directorate of Lighthouses & Lightships, anywhere in India.

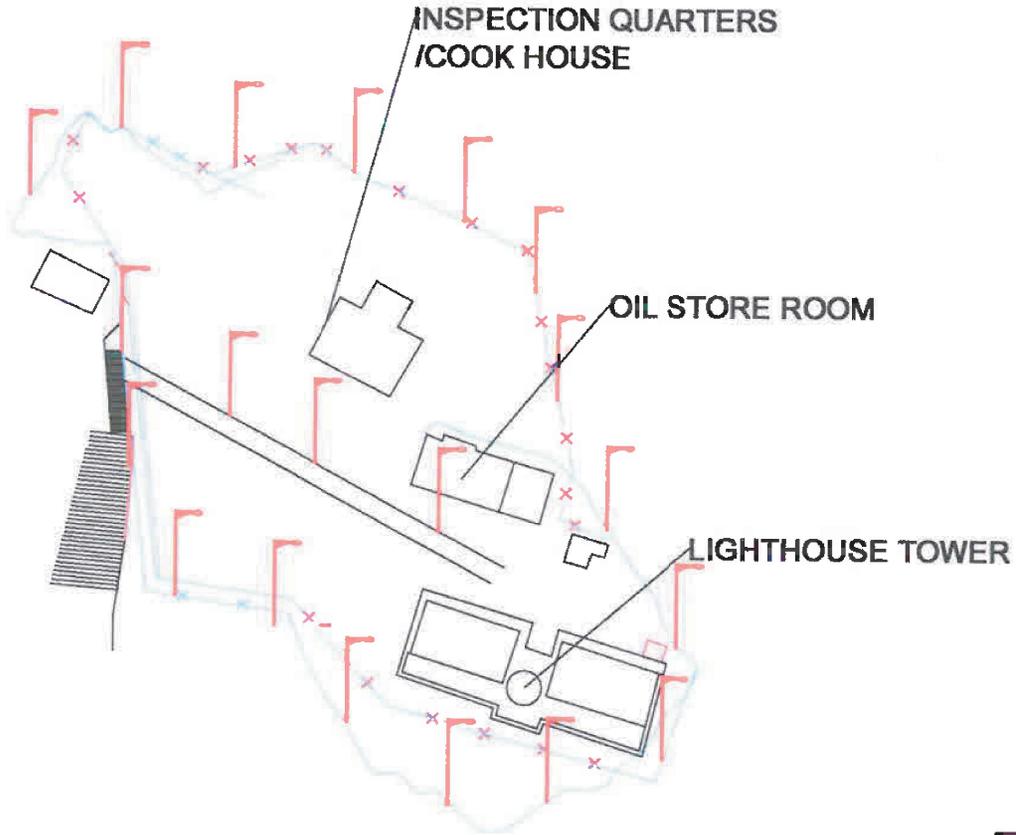
Yours truly,

Signature with date: Name:

Designation: Official

Seal

# LAYOUT PLAN FOR INSTALLATION OF STREET LIGHTS AT KANHOJI ANGRE LIGHTHOUSE STATION



*[Signature]*  
DIRECTOR

| SR NO. | DESCRIPTION  | SYMBOL | NOS   |
|--------|--------------|--------|-------|
| 1      | STREET LIGHT |        | 20Nos |

|                                                 |                                                  |                                                                     |                    |
|-------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|--------------------|
| कान्होजी आंग्रे दीपस्तंभ                        |                                                  | KANHOJI ANGRE LIGHTHOUSE                                            |                    |
| LAYOUT PLAN FOR INSTALLATION OF STREET LIGHTS   |                                                  |                                                                     |                    |
| भारत सरकार<br>दीपस्तंभ और दीपभेन विभाग<br>मुंबई |                                                  | GOVT. OF INDIA<br>DIRECTORATE OF LIGHTHOUSES & LIGHTSHIPS<br>MUMBAI |                    |
| दिनांक<br>DATE                                  | 20.08.2025                                       | उप निदेशक<br>BY: DIRECTOR                                           | <i>[Signature]</i> |
| आरेख<br>DRAWN BY                                | ASMITA SANJAY LOLAM                              | सहायक निदेशक<br>BY: ASSISTANT DIRECTOR                              | <i>[Signature]</i> |
| TECHNICAL SUPERVISOR                            | <i>[Signature]</i>                               | सहायक निदेशक<br>BY: ASSISTANT DIRECTOR                              | <i>[Signature]</i> |
| माप<br>SCALE                                    | N.T.S.                                           |                                                                     |                    |
| पत्र<br>SHEET NO.                               | संकेत संख्या<br>DRAWING NO. MUM/KANHOJI/552/2025 |                                                                     |                    |