



GOVERNMENT OF INDIA
MINISTRY OF PORTS, SHIPPING & WATERWAYS
ANDAMAN LAKSHADWEEP HARBOUR WORKS
SRI VIJAYA PURAM

Tender No. : ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

Tender For : Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Through e-Tendering Mode

OPEN TENDER

Estimate Cost: Rs. 72,47,555.00 **EMD:** Rs. 1,44,951.00 **Period of Completion:** 12 (Twelve) Months

Work Category : Mechanical Work **Work Location :** Haddo, Chatham & Junglighat Wharves

Start Date & Time for online submission of Bid : 12-05-2026 From 1630 Hrs.

Last Date & Time for online submission of Bid : 25-05-2026 upto 1500 Hrs.

Date & Time of **Technical Bid** opening : 26-05-2026 at 1500 Hrs.

Date & Time of **Price Bid** opening : *After evaluation of Technical Bid*

2026-27

Office of the Deputy Chief Engineer (Mechanical), Andaman Lakshadweep Harbour Works (ALHW), Sri Vijaya Puram

For any clarification regarding this tender, please contact us @ dcemechalhw@gmail.com / ecswd.alhw-moship@gov.in (or) 03192-246214.

Tender No. **ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026**

THROUGH E-TENDERING MODE

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Certified that this N.I.T amounting to ₹ 72,47,555.00 contains 62 pages only and in chronological order.

EXECUTIVE ENGINEER -CSWD
For and on behalf of the President of India.
Andaman Lakshadweep Harbour Works,
Sri Vijaya Puram -744101

ONLINE BID REFERENCE

TENDER No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

TENDER FOR Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

THROUGH E-TENDERING MODE

ESTIMATED COST : ₹ 72,47,555.00

EARNEST MONEY DEPOSIT : ₹ 1,44,951.00

COMPLETION PERIOD : 12 (Twelve) Months

PERIOD OF DOWNLOADING BIDDING DOCUMENT : From 12-05-2026 to 25-05-2026

START DATE & TIME FOR ONLINE SUBMISSION : 12-05-2026 From 1630 Hrs.

LAST DATE & TIME FOR ONLINE SUBMISSION OF BID : 25-05-2026 upto 1500 Hrs.

DATE & TIME OF OPENING OF TECHNICAL BID : 26-05-2026 at 1500 Hrs.

DATE & TIME OF OPENING OF PRICE BID : After evaluation of Technical Bid

PLACE OF OPENING OF TECHNICAL BID : **O/o. the Executive Engineer (CSWD)
Andaman Lakshadweep Harbour Works
Mohanpura, Sri Vijaya Puram - 744101**

SECTION - 1

**NOTICE INVITING ONLINE TENDER
&
DETAILS OF REQUIRED DOCUMENTS**

Application for Inviting Open Bids & Information to Bidders

Tender for *Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).*

1.01 The Executive Engineer (CSWD), Office of the Deputy Chief Engineer (Mech.), ALHW, Sri Vijaya Puram invites online Item Rate tenders on behalf of the President of India from the eligible bidders for following work:

NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Start Date of Bid Submission	Last Date of Bid Submission	Opening Date (TB)	Opening Date (TB)
ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026	Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).	₹ 72,47,555.00	₹ 1,44,951.00	12 (Twelve) Months	12-05-2026 From 1630 Hrs.	25-05-2026 upto 1500 Hrs.	26-05-2026 at 1500 Hrs.	After evaluation of Technical Bid

1.02 The intending bidder must read the terms and conditions of tender documents carefully. The bidder should only submit his bid if he considers himself eligible and he is in possession of all the requisite documents required for their fair participation.

1.03 It is advised that the bidders shall visit the site located at Haddo, Chatham & Junglighat Wharves to study and assess the exact measurement and existing facilities so that the repair works can be carried out to avoid any compatibility issues at the work execution.

1.04 Those bidders who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step-by-step process are available on download section of <https://eprocure.gov.in/eprocure/app>

1.05 The intending bidder must have valid Class-III Digital Signature Certificate with encryption key (combo type) to perform any operations/ transactions on the e-tendering portal/ website or as per instructions available on download section of <https://eprocure.gov.in/eprocure/app>

1.06 The information and Instructions for Bidders posted on website shall form part of the bid document. The bid document consisting of Plan, Specifications, Schedule of quantities of various items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost. Any clarification shall be sought by the participating bidder before opening of Technical Bid.

1.07 EARNEST MONEY DEPOSIT (EMD)

- i) EMD in the form of DD/TDR/FDR/CDR/BG for an amount of ₹ 1,44,951.00 (Rupees One Lakh Forty Four Thousand Nine Hundred Fifty One only) from a scheduled commercial bank with a validity of 120 days in favour of Pay and Accounts Officer, ALHW, Sri Vijaya Puram, payable at Canara Bank, Port Blair, bearing A/c. No. 99003170000130 IFS Code- CNRB0019900, shall be submitted by the participating bidder which shall be scanned and uploaded on the e-Tendering portal within the period of bid submission. In case of DD the validity period shall be accepted for 120 Days or as per Bank norms.

(Original EMD should reach on or before the due date of opening of the Technical Bid at EE (CSWD), ALHW, Mohanpura in sealed cover super scribing the envelope with name of work, Tender No. & Due Date (see clause 1.16)).

- ii) The EMD in the form of bank guarantee up to ₹ 72,476.00 (Rupees Seventy Two Thousand Four Hundred Seventy Six only) will be accepted and balance ₹ 72,476.00 (Rupees Seventy Two Thousand Four Hundred Seventy Six only) shall be accepted in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt or Term Deposit Receipt.
 - iii) The above receipt(s) specified, hereinabove, shall be drawn in favour of "The Pay & Accounts Officer (ALHW), Sri Vijaya Puram" (Original EMD should reach on or before due date at EE (CSWD), ALHW, Mohanpura in sealed cover with BOQ Title, Bid No. & Due Date written on the envelope). The bid received without EMD shall be summarily rejected. The EMD of unsuccessful bidders during technical bid evaluation will be returned within 30 days of declaration of result of the technical bid evaluation. EMD of L1 will be released after submission of PGB by L1 bidder.
- 1.08 L1 bidder shall submit the Performance Security which shall be 5% of Contract price and shall be submitted in the form of FDR/TDR/Bank Guarantee, enforceable and encashable at Sri Vijaya Puram, within 15 days of receipt of Letter of Acceptance (LoA). The Performance Guarantee shall be drawn and submitted with a validity of 14 (12 + 02) and the same shall be released after completion of the Defect Liability Period (DLP).
- 1.09 On the date of opening, the bidder(s) can login and view the bid opening process. After opening of bids, they will receive the competitor bid sheets.
- 1.10 Bidder can upload documents in the form of PDF format.
- 1.11 Bidder must ensure to quote rate of each item, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0" (Zero). Therefore, if any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0" (ZERO).
However, if a bidder quotes nil rates against each item in item rate tender, the bid shall be treated as invalid and will not be considered as lowest bidder.
- 1.12 The Technical Bid shall be opened first on the due date and time as mentioned above. The time and date of opening of financial bid of bidders qualifying the technical bid shall be communicated to them at a later date.
- 1.13 The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

1.14 LIST OF DOCUMENT TO BE UPLOADED UNDER COVER – I : TECHNICAL BID

(The bidders are encouraged to upload the Digitally Signed following list of Documents within the period of tender submission.)

- i) Copy of Earnest Money Deposit as per clause 1.07 & 1.16.
(Original EMD should reach on or before the due date of opening of the Technical Bid at EE (CSWD), ALHW, Mohanpura in sealed cover super scribing the envelope with name of work, Tender No. & Due Date).
- ii) Copy of valid ALHW enlistment order in Mechanical category / Copy of other government department enlistment in Mechanical category.
- iii) Copy of Experience in similar nature of work i.e., Operation of cargo handling equipment (CHE's), like various capacities of mobile cranes, forklifts, reach stackers, etc. (as per Clause 1.22.1 of Eligibility Criteria.)
- iv) Copy of Certificate of Financial Turnover of last 7 years duly certified by their Chartered Accountant (CA) with Unique Document Identification Number (UDIN) as per Eligibility Criteria (Please refer clause 1.22.2) (Not applicable for ALHW contractors enlisted in Mechanical category).
- v) Form C-3 as per Annexure-1 duly certified by bidder, please refer clause 1.22.3 of Eligibility Criteria. (Not applicable for ALHW contractors enlisted in Mechanical category).
- vi) Copy of PAN Card
- vii) Copy of active GST Registration.
- viii) Affidavit as per Annexure-2 (to be executed on Rs.10/- non-judicial stamp paper)
- ix) Integrity Agreement as per Annexure - 4 (to be executed on Rs.100/- non-judicial stamp paper)

- x) Copy of documentary proof showing that bidder has not incurred any loss (profit after tax should be positive) in more than two years during the last five consecutive balance sheets. (standalone financial statement), duly certified and audited by the Chartered Accountant. (Not applicable for ALHW contractors enlisted in Mechanical category).
- xi) Copy of banker's certificate for an amount of Rs. 28.99 Lakhs (40%) or Net Worth Certificate for an amount of Rs. 7.25 Lakhs (10%) from CA with Unique Document Identification Number (UDIN) (Not applicable for ALHW contractors enlisted in Mechanical category).

1.15 LIST OF DOCUMENT TO BE UPLOADED UNDER COVER – II : FINANCIAL BID (BOQ)

- i. Price should be quoted in a spread sheet file (.xls format) available in CPP Portal only. Any indication of 'Quoted price' in the online technical bid documents will lead to rejection of the bid outright.
- ii. For the purpose of evaluation, the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-Tender mode only will be taken up for the purpose for evaluation.

1.16 The original EMD must be received at the office of Andaman & Lakshadweep Harbour Works at the corresponding address on or before the date and time specified in this tender, prior to the opening of the Technical Bid. Mere uploading of the EMD document on the portal, without submission of the original EMD before the Technical Bid opening date and time, shall result in disqualification of the bidder at the Technical Bid stage. However, the lowest bidder shall submit certified copies of all scanned and uploaded documents, as specified in the e-tender notice, physically to the office of the tender-opening authority within one week

**➔ The Executive Engineer (CSWD),
O/o the Deputy Chief Engineer (Mech.),
Andaman Lakshadweep Harbour works,
Mohanpura, Sri Vijaya Puram – 744101**

- 1.17 After opening of the Eligibility/Technical bids, the bid opening authority prepares a list of deficiencies found in the bids of each bidder vis-a-vis requirements as per NIT within one week and communicates the same to individual bidders by e-mail or through CPP portal with a request to furnish required documents/clarifications within a week's time, failing which it is presumed that they do not have any further documents/clarifications to furnish and decision on bids is taken accordingly.
- 1.18 The contractor shall not be permitted to bid for works in the Deputy Chief Engineer (Mech), ALHW Circle responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the ALHW Department. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 1.19 No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This 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 of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 1.20 The offer comprising of the technical and financial proposal must be valid for a minimum of 75 (Seventy-Five) days from the last date of online submission of offer; otherwise, the offer shall be rejected as non-responsive.
- 1.21 Bidding is open to all eligible bidders meeting the eligibility criteria as defined below and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

1.22 Eligibility Criteria :

- 1.22.1 Experience of having successfully completed works (as below) in government organization / Public Sector Undertaking Company during the last 7 year ending previous day of last date of submission of tender
- i Three similar completed works, each costing not less than the amount equal to 40 % (28.99 Lakh) of estimated cost put to tender.
(or)
 - ii Two similar completed works, each costing not less than the amount equal to 60 % (43.49 Lakh) of estimated cost put to tender.
(or)
 - iii One similar completed works, each costing not less than the amount equal to 80 % (57.98 Lakh) of estimated cost put to tender.

Similar nature of works: Operation of cargo handling equipment (CHE's), like various capacities of mobile cranes, forklifts, reach stackers, etc.

1.22.2 Certificate of Financial Turn Over:

At the time of submission of bid, bidder may upload Affidavit/ Certificate from CA with Unique Document Identification Number (UDIN) mentioning Financial Turnover of last 7 years (Not applicable for ALHW contractors enlisted in Mechanical category).

1.22.3 Bidding capacity:

Bidding capacity as per Form C-3 duly certified by bidder (The bidder should have bidding capacity equal to or more than the the estimated cost of ₹ 72,47,555.00 . The bidding capacity shall be worked out by the formula. (Not applicable for ALHW contractors enlisted in Mechanical category).

Bidding Capacity = {[AxNx1.5]-B} Where,

A = Maximum turnover in Mechanical/Electrical works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments of ongoing works in government organisation during the period of execution of work for which bids have been invited.

1.22.4 Turnover:

Average annual turnover on works should be at least 30 % (21.74) of the estimated cost put to tender during the immediate last three consecutive financial years. The proof to this effect should be furnished with valid Income Tax clearance certificate and certified balance sheet from approved Chartered Accountant. with Unique Document Identification Number (UDIN) (Not applicable for ALHW contractors enlisted in Mechanical category).

1.22.5 Profit/Loss

Bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant. (Not applicable for ALHW contractors enlisted in Mechanical category).

1.22.6 Solvency Certificate:

Solvency of the amount equal to 40 % (28.99 Lakh) of estimated cost put to tender issued by Bank OR Networth certificate of minimum 10% (7.25 Lakh) of the estimated cost put to tender issued by certified Chartered Accountant. (Not applicable for ALHW contractors enlisted in Mechanical category).

- 1.23 The Employer/ALHW do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason thereof. The prospective Tenderer shall submit queries, if any, through e-tendering portal addressed to the Executive Engineer (CSWD), O/o the DCE (Mech.), Andaman Lakshadweep Harbour works, Mohanpura, Sri Vijaya Puram in connection with this tender well in advance, so that the queries can be clarified. The bidder's queries will be clarified through e-Tendering portal.
- 1.24 The due date of online submission of offers will be 25-05-2026 at 1500 Hrs. In the event of changes in the schedules, will notify the through CPP portal by uploading corrigendum.
- 1.25 After finalization of tender, the work commencement order will be issued only on receipt of Performance Security which should be 5% of Contract price which should be submitted in the form of FDR/TDR/BG of Scheduled Bank enforceable and encashable at Sri Vijaya Puram within 15 days of receipt of letter of acceptance. The performance Guarantee should be with a validity of 14 (Fourteen) Months and it will be released after completion of guarantee/ Defect Liability period.
- 1.26 If the Bid offers are not received according to the instructions detailed above, they shall be liable for rejection.

SECTION - 2

INSTRUCTIONS TO BIDDERS ABOUT ONLINE BID SUBMISSION

ANDAMAN LAKSHADWEEP HARBOUR WORKS

Tender for *Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).*

INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.01 The bidders are required to submit soft copies of their bids electronically on the 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.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

I REGISTRATION

2.02 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.

2.03 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.04 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

2.05 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

2.06 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

2.07 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

II SEARCHING FOR TENDER DOCUMENTS

2.08 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.09 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

2.10 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

III PREPARATION OF BIDS

- 2.11 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.12 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.
- 2.13 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.14 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note:

My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

IV SUBMISSION OF BIDS

- 2.15 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.16 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.17 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.18 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.19 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.20 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 2.21 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.22 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.23 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.24 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

V ASSISTANCE TO BIDDERS

- 2.25 Any queries 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.
- 2.26 Any queries 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.

2.27 EVALUATION PROCESS:

The proposal shall be considered responsive if –

- i It is received by the proposed Due Date and Time.
- ii It is Digitally Signed.
- iii It contains the information and documents as required in the Tender Document.
- iv Contains EMD.
- v It contains information in formats specified in the Tender Document.
- vi It mentions the validity period as set out in the document.
- vii It provides the information in reasonable detail. The ALHW reserves the right to determine whether the information has been provided with reasonable detail.
- viii There are no significant inconsistencies between the proposal and the supporting documents.
- ix The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
- x A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- xi The ALHW reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the ALHW in respect of such Tenders.
- xii) The ALHW would have the right to review the Technical Qualification and seek clarifications wherever necessary.

- xiii) Since the tender involves selection based on pre-qualification criteria and technical specification, The Executive Engineer (CSWD), ALHW, Sri Vijaya Puram will examine and seek clarification, if any, and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- xiv) The cost of stamping Agreement must be borne by the successful Tenderer.
- xv) The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

SECTION - 3

OTHER GENERAL INSTRUCTIONS

OTHER GENERAL INSTRUCTIONS (INSTRUCTIONS TO BIDDERS)

Tender No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

- 3.01 All bidders shall provide Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the ALHW for the contract as prescribed in Section 4. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works and any of its affiliates shall not be eligible to bid.
- 3.02 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criterion.
- 3.03 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer.

3.04 ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

- i Pre-qualification will be based on the Bidder meeting the minimum criteria regarding the Bidder's General and particular experience, personnel and equipment capabilities, and financial position, as Demonstrated by the Bidder's responses in the forms attached with the tender document and other required documentation.
- ii The Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ Any State Govt. in India/ Public Sector Undertakings etc.
- iii Bidder shall have a Permanent Account Number (PAN).
- iv The Bidder shall not be black listed by the Employer.

3.05 ONE BID PER BIDDER

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a sub bidder or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

3.06 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his Bid through online, and the Employer will in no case be responsible and liable for those costs.

3.07 SITE VISIT

- 3.07.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be borne by the bidder. Permission required to visit the site will be given during the tender period on application to:

The Executive Engineer (CSWD)
O/o the Deputy Chief Engineer (Mech.),
Andaman Lakshadweep Harbour works
Mohanpura
Sri Vijaya Puram – 744 101.
Telephone : 03192-233562 Fax : 03192 – 246214

3.07.2 The bidder and any of his authorized personnel or agents will be granted permission by the Employer's Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his authorized personnel and agents, will release and indemnify the Employer's Engineer from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

3.07.3 It is the responsibility of Tenderers to visit the site as set out in 3.07.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to: -

- The requirements and extent of the Works.
- The means of access to the Site.

3.08 CONTENT OF BIDDING DOCUMENTS

3.08.1 The set of bidding documents comprises the documents such as tender document, any addendum issued, technical bid, Price Bid.

3.08.2 Any indication of "Quoted price" in the technical bid, shall lead to outright rejection of the bid. For the purpose of evaluation, the uploaded offer documents will be treated as authentic and final. The Hardcopy shall be used only for reference purpose. Any documents submitted in hard copy but not uploaded on the e-Tender portal shall be treated as irrelevant.

3.08.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, drawings, and annexure in the bid document apart from the addendum, if any, issued by the Employer/ Authority. Failure to comply with the requirements of the bid document shall be at the bidder's own risk and cost.

3.09 CLARIFICATION OF THE BIDDING DOCUMENTS

3.09.1 The bidder is required to submit all queries through e-Tendering portal or email ID <https://eprocure.gov.in> and www.dcemechalhw@gmail.com / eeeswd.alhw-moship@gov.in

3.09.2 Before the deadline for submission of bids, The Executive Engineer (CSWD), ALHW, Sri Vijaya Puram may modify the bidding documents through issue of addenda/ corrigendum/ addendum.

3.09.3 Any addendum thus issued shall be part of the bidding documents and shall be hosted in ALHW website and e-Tendering portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers/ bidders. The Responsibility of downloading such addendum/amendment from ALHW website and e- Tendering portal fully lies with the bidder.

3.09.4 In order to facilitate the prospective bidders a reasonable time towards preparation and submission of bids, the authority may consider extending the cardinal date of submission of the bid by the

3.10 PREPARATION OF BIDS

3.10.1 Language of the Bid.: All documents relating to the bid shall be in the English language.

3.10.2 Documents comprising the Bid: The bid submitted by the bidder shall comprise the following:

i **Technical Bid (Volume I)**

The documents mentioned as per section 1 clause 1.14 shall be submitted /uploaded online only.

ii **Price Bid (Volume II)**

Priced Bill of Quantities duly filled.

3.11 BID PRICES

3.11.1 The contract shall be for the whole works, based on the priced Bill of Quantities submitted through e-Tendering portal by the Bidder.

3.11.2 The Bidder shall fill in the rates and prices for all items of the works described in the Bill of Quantities through e- Tendering portal .xls format. The items for which no rate or price is entered by the bidder, will not be paid by the Employer when executed and shall be deemed to have covered by other rates and prices in the Bill of Quantities.

3.11.3 All duties, taxes including GST and other levies are payable by the bidder under the contract or another cause shall be included in the rates and total bid price shall be submitted by the bidder. The bidder shall quote the rate considering prevailing GST. Any deviation of GST on account of statutory order the same will be reimbursed/ deducted appropriately by the Employer.

3.11.4 The bidder shall possess and obtain necessary license from the Labour Commissioner, Central/State Govt. for carrying out works where more than 20 persons are proposed to be engaged by the bidder.

3.12 CURRENCIES OF BID AND PAYMENT

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

3.13 BID VALIDITY :

1.13.1 Bids shall remain valid for a period not less than 75 days after the bid due date. A bid valid for a shorter period shall be rejected by the Employer and treated as unresponsive.

1.13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by email. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for their EMD as well, if it is in the form of Bank Guarantee.

3.14 FORFEITURE OF BID SECURITY (EARNEST MONEY DEPOSIT – EMD)

The bid security may be forfeited, if

- i The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
(or)
- ii The successful Bidder fails within the specified time limit to
 - a) Sign the Agreement (or)
 - b) Furnish the required performance security

3.15 ALTERNATIVE PROPOSALS BY BIDDERS

Not applicable

3.16 FORMAT AND SIGNING OF BID

The Bid shall be in online mode and the Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.

3.17 DEADLINE FOR ONLINE SUBMISSION OF BIDS

The completed bid shall be submitted in the electronic form by 1500 Hrs. on 25-05-2026 only through cpp portal.

3.18 MODIFICATION BY WITHDRAWAL AND RESUBMISSION OF BIDS

- 3.18.1 Bidders may modify the offers by withdrawing their already frozen bids in online only through e-Tendering portal (after submission of bid) and resubmit/upload the revised offer before the deadline.
- 3.18.2 No bid shall be withdrawn and resubmitted through e- Tendering portal by the bidder after the deadline for submission of bids.
- (iii) Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 3.13.1 above or as extended pursuant to Clause 3.13.2 may result in the forfeiture of the Bid Security pursuant to Clause 3.14.

3.19 BID OPENING AND EVALUATION

3.19.1 Bid Opening

The Employer will first open technical bids of all bidders received in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day which shall be notified through the designated portal.

3.19.2 If the Bidders have submitted unconditional Bids together with requisite Bid security, then the technically qualified Bidders will be so informed through the designated portal.

3.19.3 The Price bid of the technical qualified bidders will be opened on a date which shall be notified in due course.

3.20 CLARIFICATION OF BIDS

3.20.1 No Bidder shall contact the Employer or its authorized representatives on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of The Executive Engineer (CSWD), ALHW, Sri Vijaya Puram he should do so in online mode /writing only.

3.20.2 Any effort by the Bidder to influence the Deputy Chief Engineer (Mech.), ALHW, Sri Vijaya Puram in bid evaluation, bid comparison, or contract award decisions, it may result in the rejection of his bid.

3.21 EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS OF TECHNICAL BID

3.21.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each of the bid

- i Meets the eligibility criteria defined in Clause 1.22 of Section- 1.
- ii Document has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes clause;
- iii The bid is accompanied by the required Bid Security.

3.21.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, Conditions and specification of the Bidding documents, without materials deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

3.21.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose technical bid has been determined to be non- responsive shall not be opened in online mode.

3.22 CORRECTION OF ERRORS (IN PRICE BID)

Not applicable for online tenders.

3.23 EVALUATION AND COMPARISON OF BIDS

3.23.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 3.21.

3.23.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of the price with the implementation methods and schedule proposed.

3.24 AWARD OF CONTRACT

Award Criteria - The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 1.22 of Section-1, and (b) qualified in accordance with the provisions of Clause 3.4.

3.25 Employer's Right to accept any Bid and Reject any or All Bids Not withstanding Clause 3.18 & 3.19, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder on the grounds for the Employer's action.

3.26 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

3.26.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email/ fax and confirmed by ordinary/ speed post. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the bidder in consideration of the Execution, completion and the Works during DLP by the bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price")

3.26.2 The notification of award will constitute the formation of the contract, subject only to the Furnishing of a performance guarantee in accordance with the provisions of Clause 1.8 of section-1.

3.26.3 The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and the successful bidder within 15 days following the notification of award along with the Letter of Acceptance.

3.26.4 Upon the furnishing of the Performance Security/ guarantee by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their EMD/Bid security.

3.27 PERFORMANCE SECURITY/SECURITY DEPOSIT

Performance Security/Security Deposit shall consist of two parts;

- (i) Performance Guarantee @ 5 % to be submitted at award of work and
- (ii) Security Deposit @ 2.5 % of bill amount will be recovered from Running Bills.
The Performance Security /Security Deposit shall be refunded to the contractor as per CPWD Works Manual/ GCC provisions.

3.27.1 Performance Security should be 5 % of Contract price which should be submitted in the form of FDR/TDR or Bank Guarantee enforceable and encashable at Sri Vijaya Puram within 15 days of receipt of letter of acceptance.

3.27.2 Failure of the successful bidder to comply with the requirements of Clause 3.14 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

3.28 ADVANCE PAYMENT

No advance payment is admissible for this work.

3.29 DISPUTES

Arbitration will not be a method of dispute resolution in this contract. Any disputes shall be dealt through negotiation/Conciliation for amicable settlements/ resolution of disputes.

- i Conciliator: As decided by both the parties.
- ii Arbitrator Appointing Authority: Not Applicable
- iii Place of Conciliation: O/o The DCE (Mech), ALHW, Sri Vijaya Puram

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

3.30 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

Note: If the bidder believes that a decision taken by the Employer's Engineer or Engineer-in - Charge was either outside the authority given to the Employer's Engineer or Engineer-in - Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Redressal Committee (DRC) within 28 days of the notification of the Employer's Engineer or Engineer-in - Charge's decision.

3.31 CORRUPT OR FRAUDULENT PRACTICES:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the ALHW shall reject the tender without being liable in any manner, whatsoever, to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, The Deputy Chief Engineer (Mech.), ALHW, Sri Vijaya Puram shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ALHW for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the ALHW during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged “Prohibited Practice”

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively Assigned to them:

- i “Corrupt practice” means
- ii The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- iii Engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- iv “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- v “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or Property to influence any person’s participation or action in the Selection Process;
- vi “Undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- vii Having a Conflict of Interest; and
- viii “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.32 INTEGRITY PACT / AGREEMENT

The integrity pact available in the tender document is an integral part of this tender document and all bidders have to execute the same and upload online and submit the original during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection.

3.33 COMPENSATION FOR DELAY (AS TIME IS THE ESSENCE OF CONTRACT)

The bidder must note that the time is the essence of the contract. The Contractor shall complete the entire work, including testing, commissioning and handing over, by the cardinal date as specified in the Schedule “F” of this tender document. In the event of delay in achieving any prescribed milestone or in completion of the work within the stipulated period, the Contractor shall be liable to pay to the Department, by way of compensation, a sum calculated at the rate of 2.0% (Two percent) of the contract value per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% (ten percentage) of the accepted Tendered Value of work or of the accepted Tendered value of the Sectional part of work as mentioned in Schedule “F” for which a separate period of completion is originally given. The Department reserves the right to recover the compensation amount from any sums due or that may become due to the Contractor under this or any other contract with the Government. In case the delay is attributable to reasons beyond the Contractor’s control, duly accepted by the Engineer-in-Charge, such period shall be excluded from computation of delay for the purpose of this clause. The imposition of compensation under this clause shall not prejudice the Department’s right to take any other action under the terms of the contract, including termination or execution of the balance work at the Contractor’s risk and cost, as may be deemed fit.

3.34 COMPLIANCE WITH LAWS, REGULATIONS, ACTS, AND CONTRACT PROVISIONS APPLICABILITY OF LAWS AND REGULATIONS

The Contractor shall abide by and comply with all applicable laws, statutory rules, and regulations in force during the currency of the contract and thereafter until the expiry of the defect liability period. The Contractor shall be fully responsible for observance of all such laws and shall indemnify the Employer (ALHW/Department) from any liability or penalty arising there from.

3.35 GOVERNING CONDITIONS OF CONTRACT

This contract shall be governed by the provisions of the following, as amended up to the date of tender opening and as applicable thereafter:

- i Central Public Works Department (CPWD) 2024, SoP- CPWD 2024, General Conditions of Contract 2023 (and subsequent amendments).
- ii Manual on Procurement of Works (MoF, 2022 edition) and Manual on Procurement of Goods (MoF, 2024 edition) issued by the Ministry of Finance.
- iii General Financial Rules (GFR) 2017.
- iv Indian Contract Act, 1872, and related judicial interpretations.
- v Arbitration and Conciliation Act, 1996, as amended.
- vi Contract Labour (Regulation and Abolition) Act, 1970, and Central Rules, 1971.
- vii Minimum Wages Act, 1948, and rules made there under.
- viii Payment of Wages Act, 1936, Employees’ Provident Funds and Miscellaneous Provisions Act, 1952, Employees’ State Insurance Act, 1948, and Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- ix Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947, and any other labour welfare
- x Factories Act, 1948, Environment (Protection) Act, 1986, Pollution Control Board regulations, and local safety/environmental norms.
- xi Goods and Services Tax Act, 2017, and all relevant tax and cess laws in force, including Labour.
- xii Welfare Cess (LWC) under the Building & Other Construction Workers’ Welfare Cess Act, 1996.

3.36 COMPLIANCE DURING EXECUTION

The Contractor shall ensure that all workmen engaged under the contract are paid wages and benefits in accordance with the applicable Labour Acts and that proper records, registers, and returns are maintained as per statutory formats. The Contractor shall also ensure compliance with provisions related to safety, health, sanitation, and welfare facilities at site.

3.37 INDEMNITY

The Contractor shall indemnify and keep indemnified the Employer against all losses, damages, penalties, or claims arising out of non-compliance with any of the above Acts, Rules, or Regulations. Any fine or liability imposed on the Employer due to the Contractor's default shall be recoverable from the Contractor's dues or Performance Security.

3.38 JURISDICTION

All disputes arising under or in connection with this contract shall be subject to the jurisdiction of competent courts at Sri Vijaya Puram (Port Blair), and governed by the laws of India.

3.39 BINDING NATURE

The Contractor acknowledges that compliance with the above laws and codes forms an integral and essential part of this contract and failure to adhere to the same shall be treated as a breach of contract, inviting action as per CPWD GCC 2023 Clause 2 & 3, including termination and forfeiture of Performance Security.

3.40 WARRANTY CLAUSE

The Contractor shall stand warranty to all goods, equipment, and materials supplied including work executed under this contract being new, of the best quality and workmanship, and conform strictly to the specifications mentioned in the contract.

i Performance Warranty:

The Contractor guarantees that the supplied goods will function as intended and maintain the required Quality standards for a period of 06 months from the date of successful completion.

If any defect in material, workmanship, or performance arises during this period, the Contractor shall, at their own risk and cost shall repair or replace the defective item(s) within a period of Fifteen Days.

3.41 ACCESS AND SAFETY REGULATIONS

The Contractor shall ensure that their activities do not obstruct the jetty/dock access, block pathways, or interfere with critical services such as power, water, or compressed air lines used in the work site area.

All personnel shall comply with necessary safety protocols, and appropriate signage, barricading, and safety measures shall be maintained throughout the work duration.

3.42 RESPONSIBILITY FOR DAMAGES OR INTERFERENCE

Any damage to infrastructure, utilities, or interference with other department works resulting from the Contractor's work shall be rectified at the Contractor's Risk and cost, to the satisfaction of the Department.

SECTION - 4

**FORM OF BID, BIDDER'S BID, PRE QUALIFICATION OF
BIDDERS
&
GENERAL CONDITIONS OF CONTRACT 2023 OF CPWD &
CPWD FORM- APPLICABLE TO THE TENDER &
GENERAL DESCRIPTION OF WORK AND OTHER
CONDITIONS SHALL FORM PART OF THE CONTRACT
AGREEMENT.**

ANDAMAN LAKSHADWEEP HARBOUR WORKS

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

TABLE OF FORMS

1	FORM OF BID
2	CONTRACTORS BID
3	PREQUALIFICATION OF BIDDERS

FORM OF BID

[The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : _____

Tender for : Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Tender No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

To,

The Executive Engineer (CSWD)
O/o the DEPUTY CHIEF ENGINEER (MECH.)
ANDAMAN LAKSHADWEEP HARBOUR WORKS,
Sri Vijaya Puram-744101

We the undersigned, declare that:

- a) We have examined and have no reservations to the Tendering Documents, including Addenda No.....[**Number and issuing date of Addenda, if any.**]
- b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance with the tender documents bearing No.....
- c) The total price of our Tender is: (“as filled in the price bid”) (Note: Price shall not be filled in here)
- d) Our tender shall be valid for the period of 75 days from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with any extension of bid validity as per Clause 3.13 of Section - 3.
- e) If our tender is accepted, we commit to submit a Performance Guarantee in accordance with ITB, Clause 1.8, for the due performance for the contract as specified in Specimen Form for the purpose.
- f) We, including any Sub-Contractors or Contractors for any part of the contract.
- g) We have no conflict of interest in accordance with Clause 3.5
- h) Our firm, its affiliates or subsidiaries-including any subcontractors or contractors for any part of the contract-has not been declared ineligible by the ALHW, under laws of India or official regulations.
- i) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with ITB, Clause 3.26 and as per specimen form the purpose.

j) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

k) We also make specific note clauses of (ITB, NIT) under which the contract is governed.

Signed :

(Signature of person whose name and capacity are shown)

In the capacity of :

(Legal capacity of person signing the form of tender)

Name :

(Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for

Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

For and on behalf of.....

Dated on.....

BIDDER'S BID

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

To
 THE EXECUTIVE ENGINEER (CSWD)
 O/o THE DEPUTY CHIEF ENGINEER (Mech.),
 ANDAMAN LAKSHADWEEP HARBOUR WORKS,
 MOHANPURA
 Sri Vijaya Puram-744101

Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price "as filled in the price bid".

The advance payment is required/not required as per rule.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, **we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act ,1988"**

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signatory:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

**LETTER OF SUBMISSION- COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)**

Ref. No.

Date:

To

The Executive Engineer (CSWD)
Office of the Deputy Chief Engineer (Mech.),
Andaman Lakshadweep Harbour works,
Mohanpura
Sri Vijaya Puram- 744101

Sub : Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document as up loaded tender document (Section 1 to 9) for your evaluation.

Tender Document (section 1 to 9),

- (i) Power of Attorney
- (ii) Turnover of the firm, Net Worth, Income tax return-Financial capability
- (iii) List of similar works
- (iv) Bid Security/EMD in the form of Bank Guarantee bearing No.....dated..... for Rs.....Issued by.....bank
- (v) Bank information for e-payment
- (vi) Declaration
- (vii) Integrity Pact
- (viii) Enlistment (If any), PAN Card, GST Registration, EPF, Affidavit ... etc.

Signature
(Authorised Signatory)

TENDER

I/We have read and examined the notice inviting tender, schedule, A, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the bid document for the work.

I / We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause-11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for seventy-five (75) days from the date of opening of bid and not to make any modifications in its terms and conditions.

A sum of Rupees mentioned above will be submitted in deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money physically by me/us in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to withdraw my/our enlistment. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of for feature of earnest money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to notice of department, then I shall be debarred for tendering in ALHW in future forever. Also, if such a violation comes to the notice of the department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire Earnest Money Deposit/Performance Guarantee

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State/

Date :.....

Witness

Signature of Contractor
Postal Address

Address :

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.....
(Rupees.....)

The letters referred to below shall form part of this contract Agreement:

- 1.
- 2.
- 3.

For & on behalf of the President of India.

Signature:

Date :.....

Designation:

Deputy Chief Engineer -Mech,
ALHW, Sri Vijaya Puram, PIN - 744 101.

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of Quantities

As per sheets attached BOQ

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

<i>S. No</i>	<i>Description of item</i>	<i>Quantity</i>	<i>Rates in figures & words at Which the material will be charged to the contractor</i>	<i>Place of issue</i>
1	2	3	4	5
----- As per item of BOQ -----				

SCHEDULE 'C'

Schedule of Tools and Plants to the bidder: **NIL**

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any:	Nil
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SCHEDULE 'E'

Reference to General Conditions of **GCC for CPWD work 2023 with Amendments modified up to last date of submission of Bid shall be applicable.**

Name of Work:	Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).
Estimated cost of the work ₹	72,47,555.00
Performance Guarantee	5 % of the tendered value of the work
Security Deposit	2.5 % of Bill amount will be deducted from each running bills.

SCHEDULE 'F'

Definitions:

- | | |
|----------------------------------|---|
| 1 Engineer-in-Charge | Executive Engineer (CSWD), ALHW, Sri Vijaya Puram |
| 2 Accepting Authority | Deputy Chief Engineer (Mech), Sri Vijaya Puram |
| 3 Standard Schedule of Rates: | (Current Market rates) |
| 4 Department: | Andaman Lakshadweep Harbour Works |

5 Contract Form:

Standard CPWD GCC 2023, CPWD form 8 as modified & amended up to last date of submission of Bid.

Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **15 Days**

ii) Maximum allowable extension with the late fee @ 0.1% as per day of performance guarantee amount beyond the period as provided in i) above. **7 Days**

Clause 2 Authority for fixing Compensation under clause 2 **Deputy Chief Engineer (Mech.), ALHW, Sri Vijaya Puram**

Clause 2 A Whether Clause 2A shall be applicable **No**

Clause 5 Schedule of handing over of site / Number of days from the date of issue of letter of acceptance for reckoning date of start **As per work awarding letter**

Mile stone(s) as per table given below:-

<i>Sl.No.</i>	<i>Description of Milestone (Physical)</i>	<i>Time allowed in days (from date of start)</i>	<i>Amount to be with-held in case of non achievement of mile stone</i>
1	As per Schedule	360 Days	1% Per Month of delay to be computed on per day basis subject to a maximum of 10% based on quantum of damage suffered due to stated delay on the part of Contractor

Authority to decide Extension of time Deputy Chief Engineer (Mech.), ALHW, SVP

Rescheduling of mile stone Deputy Chief Engineer (Mech.), ALHW, SVP

Time allowed for execution of Work **12 (Twelve) Months**

Clause 6 Computerised Measure Book (CMB) / Electronic Measurement Book (EMB)
(i) Mode of measurement : CMB **CMB**
Note:- One option to be kept by NIT approving authority.

Clause 7	Gross work to be done together with net payment /adjustment of advances for material Based on collected, if any, since the last such payment for Work done being eligible to interim payment	Based on work done by the contractor & measurements made by AE
Clause 7A	Whether clause 7A shall be applicable	NA
Clause 10A	List of testing equipment to be provided by the contractor at site lab.	Not Applicable
Clause 10 B (ii), (iii)	Whether clause 10-B(ii) and 10-B(iii) shall be applicable	Not Applicable
Clause 10C	Component of labour expressed as percentage of value of work	100% (Difference of Labour Wages)
Clause 10CA	Materials covered under this clause. Nearest material (other than cement, reinforcement bars and structural steel) for which All India whole sale price index is to be followed.	Not Applicable
Clause 10 CC	Clause 10CC to be applicable in contracts.	Not Applicable
Clause 11	Specification to be followed for execution of work :	Bureau of Indian Standard or equivalent International Standards
Clause 12 12.2 & 12.3	Deviation limit beyond which clause shall apply for work	30%
Clause 16	Competent Authority for Deciding reduced rates:	Deputy Chief Engineer (Mech.), ALHW, SVP
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	As per requirement

Clause 36(i) Requirement of Technical Representative(s) and Recovery Rate

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) Per person	
						Figures (Rs. Per person)	Words (Rs. per person)
1	DIPLOMA or DEGREE	Mechanical	Engineer	5 Year for Diploma or 2 Years for Degree	1 No.	(As per latest rates)	

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Even if contractor (or partner in case of firm/company) is himself an Engineer/Overseer(s), it is necessary on part of contractor to employ Engineer(s) and/or/Overseer for the supervision of the work(s) as per stipulation.

4.01 WORK SITE

- i) No rental charges will be levied for the working area spared to the bidder during the tenure of the contract including extended period, if any granted. The Employer's Engineer may at his discretion allot additional working area, if required by the bidder, anywhere inside the premises subject to availability and free of rental charges based on the requirements of work. However, the bidder shall at their cost arrange for the transportation of men and materials to the site of work. The area occupied by the bidder beyond the time limit specified shall be charged as per the prevailing scale of rates.
- ii) The proposed work is at Haddo, Chatham & Junglighat Wharves. Hence the successful tenderer shall work in coordination with the others for smooth operation/functioning of Existing facilities.

4.02 The work has to be carried out in Haddo, Chatham & Junglighat Wharves; the agency should have readiness in providing sufficient workforce as and when directed by the ENGINEER-IN-CHARGE.

The grant of such extension of time however will not bestow on the bidder any right to claim compensation/extra payment for idling of labour and overhead loss etc., even at a future date for any reasons whatsoever. No claim towards idle time charges will be entertained by the ALHW for any reasons whatsoever.

The tenderer shall inspect, examine the site, the nature of work and materials necessary for the completion of the works, means of access to the site, shall be ascertained by himself / herself. The necessary information on risks, contingencies and other circumstances, which may influence or affect his tender, may got clarified and satisfy himself / herself before submitting his/her tender. No extra charges consequent on any wrong understanding of the work or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the Employer responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account at a later date will not be entertained by the Employer. In case, any additional investigations are required to be done at site by the tenderer, they may do so at their own risk and cost with the prior approval of the Employer's Engineer.

4.03 Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the bidder at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the EE(CSWD) thereof and the bidder shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

4.04 Should any damage be done by the bidder or his employee to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the bidder must make good or bear the cost of making good the same without delay, to the satisfaction of the EE(CSWD).

4.05 The Employer shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the bidder or any sub-bidder and the bidder shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

4.05.1 The bidder shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the works and against all claims, demands, proceedings, damages, costs, charges and expenses, whatsoever, in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the bidder liable for or in respect of or to indemnify the ALHW against any compensation or damages for or with respect to:

- 4.05.2 The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
- 4.05.3 The right of the Government to carry out the works or any part thereof on, over / under / through any office.
- 4.05.4 Injuries or damage to persons / property resulting from any act or neglect done or committed during the currency of the contract by the Board, its agents, servants or other bidders (not being employed by the bidder) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown in the drawings in which land crops will be distributed or damaged as an inevitable consequence of the carrying out of the works.

The bidder shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accident to the Employer's Engineer. The bidder shall also report such accidents within the prescribed time to the competent authorities to whom such report is required to be made by law.

4.06 Responsibility of Contractor:

- 4.06.1 The bidder shall not be entitled to any payment for works carried out by them for their convenience.
- 4.06.2 The Rate quoted for the unit rate of Individual items shall be inclusive of all activities and to provide the item as per the schedule, tax etc. complete.
- 4.06.3 The execution of certain works may be carried out beyond office hours also. The bidder must maintain sufficient labour force as may be required for the work and plan and execute the work according to the prescribed time schedule. No special rate will be considered for such work. For night hours the bidder shall make conveyance and other facilities of his labour at his cost.
- 4.06.4 If any defects have been observed due to carelessness of the labourers engaged on the work to the property of the department, the bidder shall rectify the defects / replace the damaged items within short time limit. If the defects / damages are not rectified within a reasonable time, the Employer's Engineer, ALHW, Sri Vijaya Puram or his representative may propose to do the work at the bidder's risk and costs and deduct from the Security Deposit such sums as may be decided by the Engineer-in - Charge.

4.07 SERVICE AVAILABLE AT COST:

The bidder shall make his own arrangements for water supply to his labourer as well as for the work.

4.08 ECS Payment :

The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The tenderer would be required to provide particulars of their bank account along with their bid. The payment will be made through ECS only. The tenderers to submit the following in their letterhead for ECS procedure. Name of the bank branch with address, MICR No. Account No. type of account to be duly endorsed by the Bank Branch Manager.

Particulars of the bank A/C

1. Bank Name
2. Branch name & address
3. Phone no.
4. Type of account
5. Account Number
6. Nine-digit MICR code number

4.09 Income Tax and other taxes/ Cess at the rate fixed by the Government from time to time of the gross value of each bill will be deducted from each bill by the Engineer- in - Charge, ALHW, Sri Vijaya Puram and remitted to the Income Tax Authorities. Necessary TDS certificate will be issued by the department for all such deductions.

Payment will be credited to the bank account No. of the bidder as the case may be. Any charges for online transaction imposed by the bank shall be borne by the bidder.

4.10 GENERAL CONDITIONS RELATING TO WORKS

ASSISTANCE FOR THE NODAL OFFICER

The bidder IS REQUIRED TO provide, at all times during the contract period, sufficient and qualified personnel to assist ENGINEER-IN-CHARGE in his duties to carry out or check any work and / or measurement of works.

4.11 SAFETY OF ADJACENT STRUCTURES TO WORKS

In pursuance of the conditions of contract the bidder or his representative shall provide and erect to the approval of the ENGINEER-IN-CHARGE such supports as may be required to protect efficiently all structures or works in the vicinity of working area or otherwise take such permanent measures to protect the structures or works. Any damage to the structures shall be made good by the bidder without delay as directed by the ENGINEER-IN-CHARGE at their own risk and cost.

4.12 EXPATRIATE PERSONNEL

Special Conditions:

- 4.12.1 The bidders shall engage only local labourers available in the village/town in which the work is being executed under this contract. In case of non-availability of unskilled labourer necessary non availability certificate should be obtained from the employment exchange and after obtaining permission from the Engineer-in-charge in writing he shall employ non local un-skilled labourers. Failure to comply with this condition will result in debarring of the bidder for future works. The bidder shall make his own arrangement to obtain immigration or any other approval required for his expatriate personnel. a fresh domicile certificate of individual issued from the concerned district authority with photograph affixed on it be produce on arrival at worksite for verification of his character and antecedents from the concerned police station.
- 4.12.2 The bidder shall submit the names of the workers employed by him to the ENGINEER-IN-CHARGE. No. workers, employees of Government department shall be employed by the bidder without production of discharge certificate from the department concerned.
- 4.12.3 In case any labour is to be brought from mainland, bidder must ensure that foreign national particularly Bangladeshis entering in this Island on Tourist visa are not engaged in the work. Bidders must submit names of these workmen engaged in the work to the ENGINEER-IN-CHARGE stating their citizenship, character and antecedents.
- 4.12.4 The bidder should ensure that none of his workers collect forest produce, Corals or any other natural flora and fauna without permission of the Forest Department, as all such activities anywhere in the islands are banned by the Forest Department.

4.13 UNAUTHORIZED PERSONS

No unauthorized persons will be allowed at the office and site premises. The bidder shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the office. Access shall be limited to the area they are working in and allowed by the ALHW authorities.

4.14 FIRST AID FACILITIES

The bidder shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer- in - Charge and in accordance with the requirements of International Labour Organization (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. For work carried out within the site area or in the vicinity of any wharf or quay, the bidder shall abide by all the provisions of the site Workers (Safety, Health and Welfare) Scheme, 1961. The bidder's particular attention is drawn to Clause-43 of the above said Regulation in respect of erection and maintenance of staging. bidder shall indemnify the ALHW from the cases booked by the Labour Enforcement Officer (L.E.O.) for his (bidder's) negligence.

The bidder shall at his own expense, provide adequate First aid services on the site including trained first aid staff during all working hours. The bidder shall also make necessary arrangements with a local hospital and with doctors so that his sick or injured persons may receive the best available medical treatment with a minimum billing at any hour of the day or night. For this purpose, he shall provide a suitably equipped ambulance.

4.15 SITE REGISTER

For the purpose of quick communication between the ENGINEER-IN-CHARGE and the CONTRACTOR, site register shall be maintained at site in the manner as described below:

Any communication, relating to the works may be conveyed through records in the Site Registers, such as communication from one party to the other shall be deemed to have been adequately served in terms of **Clause – 3.6 of the General Conditions of Contract. Each Site register shall have machine numbered pages** in triplicate and shall be carefully maintained and preserved by the bidder and shall be kept in the office of the ENGINEER-IN-CHARGE. Any instruction or order which the ENGINEER-IN-CHARGE may like to issue to the bidder may be recorded by him in the Site Register and two copies thereof taken by him for his record.

4.16 LIMITATION OF OPERATIONS

The bidder shall refrain entering area of the site not allocated to him unless he obtains the prior written approval of the ENGINEER-IN-CHARGE and appropriate authorities. Should the bidder wish to make use of any adjoining or property of offices or halls, he shall first obtain the written clearance / consent of the Engineer- in - Charge and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the bidder may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith.

The bidder shall be solely responsible to obtain required permits / authorization from other agencies/ Departments for the due performance of the contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost.

The bidder has to comply with all procedures set forth by ALHW Authorities as and when required at his own cost.

4.17 Clearance of site on completion

After the completion of the work, bidder should clear all the residual materials belonging to the bidder within 15 days and prior to the final bill payment.

4.18 Time for Completion

The work shall be commenced immediately after the date of award of the work and completed in stipulated time as mentioned in NIT. The bidder is required to study the requirements carefully and submit his Program in detail to ensure timely completion of the Works.

4.19 Employment of Skilled Labour or Staff

During the execution of work the bidder shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the bidder to remove from the work any person employed by the bidder for execution of work, in the opinion of Engineer- in - Charge, misconducts or he is found negligent in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer- in - Charge.

Part II – A - General

GENERAL PROVISION

4.20 Unless otherwise specified in the Contract, the relevant provisions of the appropriate bureau of Indian Standards shall apply for all materials and workmanship. This shall be strictly in consonance with Clause 11 of Proforma of Schedule.

4.21 SITE WORKING AND SAFETY CONDITIONS

- i The bidder shall provide accommodation of his staff, workmen
- ii The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Engineer- in - Charge.

4.22 All employees of the bidder shall conform to any rules of conduct, etc. established and failure to do so will be sufficient cause for removal of such person from the site.

4.23 INSPECTION

The work of the bidder shall be subject to inspection by the Engineer- in - Charge at all times.

4.24 WORKING AND SAFETY REGULATIONS

- i The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issue by the consultant or any other authority
- ii Particular attention is drawn to the following:
In case of accident, the Engineer- in - Charge shall be informed in writing forthwith. The bidder shall strictly follow regulations laid down by Factory Inspector, Govt. and State authorities in this regard. Any fatal accident may lead to termination of the Contract.
- iii The bidder will meet all requirements, and act on the instructions of the Engineer- in - Charge where it is necessary to operate a permit to work system.
- iv The bidder shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Engineer- in - Charge may deem necessary.
- v Safety belts shall necessarily be used by the persons while working at overhead and heights. All other necessary safety precautions must be taken care by the bidder.
- vi Bidder shall either employ a safety officer or shall designate one of his employees who will be responsible for implementing safety requirement contained in this document.

SECTION - 5

FORM OF SECURITIES AND OTHER FORMATS

(To be executed on Rs.100/- non-judicial stamp paper with witnesses)

Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee

1 Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called “The Government”) has invited bids under(NIT number)..... dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)*..... as **Earnest Money Deposit** from (name and address of contractor)(hereinafter called “the contractor”) for compliance of his obligations in accordance with the terms and conditions of the said NIT

(or)

Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called “The Government”) has entered into an agreement bearing number with(name and address of the contractor) (hereinafter called “the Contractor”) for execution of work (Name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as **Performance Guarantee** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2 We, (indicate the name of the bank) (herein after referred to as “the Bank”), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... only) on demand by the Government within 10 days of the demand.

3 We,(indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

4 We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5 We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor’s liabilities.

7 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

8 We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.

9 This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

1. Signature
Name and address

2. Signature
Name and address

Authorized signatory

Name and address Name

Designation

Staff code no.

Bank seal

The Form C3 shall be duly certified by the bidder

FORM 'C'-3

Calculation of bidding capacity

Details of existing commitments and ongoing works.

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8 /100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11
<p>Total (B) =</p> <p>Maximum turnover in last seven years = Rs.....</p> <p>Updated value of turnover (A) = Rs.....</p> <p>No. of years (N) =</p> <p>Bidding Capacity= {[AxNx1.5]-B}</p> <p>Certificate:</p> <p>I certify that all the awarded and ongoing works have been included in the above list.</p> <p style="text-align: right;">(Signature of Bidder(s))</p>										

Annexure - 3

(The tenderer shall submit Affidavit (to be executed on Rs.10/- non-judicial stamp paper)

Name of work : Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Tender No. : ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

AFFIDAVIT
(As per para 1.2.3 of CPWD – 6)

I / We undertake and confirm that eligible similar works(s) has/have not been got executed through another bidder on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in ALHW in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy of this affidavit to be uploaded at the time of submission of bid).

Signature of the Contractor : _____

Name of Contractor : _____

INTEGRITY PACT

To,

.....

(Bidder/Contractor)

Sub.: NleT No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026 for the work Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Dear Sir,

It is here by declared that ALHW is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting eTender (NleT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the renderer/bidder will stand disqualified from the tendering process and the hid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ALHW.

Yours faithfully

Sd/-

Executive Engineer (CSWD)

INTEGRITY PACT
(To be executed on bidder's letter head)

To,
The Executive Engineer (CSWD),
Andaman Lakshadweep Harbour Works,
Sri Vijaya Puram, South Andaman- 744101

Sub.: Submission of Tender for the work of Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Dear Sir,

I/We acknowledge that ALHW is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting eTender (NIeT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIeT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ALHW. I/We acknowledge and accept the duration of the integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ALHW shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the bidder)

(The tenderer shall submit Integrity pact Agreement along with Cover Letter as per Annexure -4 (to be executed on Rs.100/- non-judicial stamp paper with witnesses.)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of
ALHW

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this ____ day of _____ 20 ____

BETWEEN

President of India represented through Executive Engineer (CSWD), Andaman Lakshadweep Harbour Works, Sri Vijaya Puram. (Hereinafter referred to as "THE PRINCIPAL EMPLOYER" 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND

..... *(Name and address of the individual/firm/company)* through (Hereinafter referred to as "**The BIDDER / CONTRACTOR**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal/Owner has floated the eTender No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026 (Hereinafter referred to as Tender/Bid) and intends to award, under laid down organization procedure, contract for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall). (Hereinafter referred as Contract)

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Own has disqualified the Bidder(s) from the Tender process prior to .the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of I PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ALHW.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee etc. should be outside the purview of IEMs.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- (7) In view of the nature of integrity pact, the integrity pact is irrevocable and shall remain valid even if the main tender/ contract is terminated till the currency of the integrity pact.
- (8) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/ recommendations.

Article 8- Independent External Monitor (IEM)

- (1) Appointment – The Principal shall appoint a competent and credible Independent External Monitor, subject to approval by the Central Vigilance Commission. The names and addresses of the IEM(s) are listed in Schedule-F.
- (2) Independence – The Monitor shall act neutrally and independently, free from any instructions by the parties' representatives. He/she shall have unrestricted access to all contract documents and must treat all information and documents of the Bidders/Contractors as confidential.
- (3) Access to Documentation – The Bidder(s)/Contractor(s) shall grant the IEM, upon request and demonstration of a valid interest, unrestricted and unconditional access to all project documentation, including that of any sub-contractors.

- (4) Confidentiality & Conflict of Interest – The IEM is contractually bound to maintain confidentiality of the Bidder(s)/Contractor(s)/ Sub-contractor(s) information. He/she shall also sign a “Non-Disclosure of Confidential Information” undertaking and an “Absence of Conflict of Interest” declaration. Should any conflict of interest arise later, the IEM shall inform the Engineer-in-Charge and recuse himself/herself from the case.
- (5) Reporting Violations – If the IEM notices, or reasonably believes, a violation of this agreement, he/she shall promptly inform the Principal’s Management and request appropriate corrective or discontinuing action. The IEM may submit non-binding recommendations, but has no authority to compel specific actions.
- (6) Periodic Reporting – The IEM shall submit a written report to the SDG/ADG concerned within 8-10 weeks from the date of reference or intimation by the Principal, including, where necessary, proposals for remedial measures.
- (7) Escalation to Vigilance Authorities – Should the IEM report a substantiated suspicion of an offence under the relevant IPC/PC Act to the ADG/SDG concerned, and the latter fails to take visible action within a reasonable time, the IEM may forward the information directly to the Central Vigilance Commissioner.
- (8) Participation in Meetings – The Principal shall keep the IEM informed of all project-related meetings that could affect contractual relations, and shall offer the IEM the option to attend such meetings.
- (9) Interpretation – The terms “IEM” and “Monitor” include both singular and plural forms.

Article 9- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and behalf of Bidder/Contractor)

.....
(For and behalf of Authority)
Name of the Officer:

WITNESSES

1

2

.....
(Signature, name and address)

.....
(Signature, name and address)

Place :

Date :

NOTE: To be signed by the bidder and the Engineer-In-Charge

ON NON JUDICIAL STAMP PAPER of Rs.100/-

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory(s) to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the ALHW) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the ALHW, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW WE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the ALHW), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

- a) or any other works incidental to such construction work.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the ALHW) in terms of the powers delegated to me by the ALHW (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the ALHW), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this _____ day of _____, 20____ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20____ (Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the ALHW) has, this _____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____ BY
(Name of authorized person to delegate powers)

WITNESS :

SIGNED AND RECEIVED ON

_____ BY
(Name & designation of Attorney)

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To,

The Executive Engineer (CSWD),
Andaman Lakshadweep Harbour Works,
Sri Vijaya Puram, South Andaman- 744101

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Ref: Tender No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the uploaded ALHW tender document is full and final for all legal / contractual obligations.

[delete if not required].

Date:

Name of the applicant:

Represented by (Name & capacity):

Tender for Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

FORM – V**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

- 1 Name and full address of the beneficiary
- 2 Credit Account No. (Should be full 14 digit)
- 3 Account Type (SB or CA or OD)
- 4 Name of the Bank
- 5 Branch (Full address with telephone No.)
- 6 MICR code (Should be 9 digit)
- 7 Telephone/Mobile/Fax No. of the beneficiary
Telephone:
Mobile :
Fax :
8 Photostat copy of a Cheque

Signature of the party with seal

Verified the details furnished by the party and it is ascertained that the Information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD with seal

SECTION - 6

BIIL OF QUANTITIES

BIIL OF QUANTITIES
(SCHEDULE OF QUANTITIES OF WORK TO BE DONE)

Name of work Operation of Cargo Handling Equipments viz forklifts, mobile crane, reach stacker, turbo trailer, workshop machineries at Haddo, Chatham & Junglighat Wharves for the period of 01 year (2026-2027) (Recall).

Tender No. ALHW/DCEM/TECH(T105)/1/2026 (e-2946) Dated. 11-05-2026

<i>Sl. No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
1	Operation of forklifts at Haddo/Chatham/Junglighat wharf in shifts for shifting and handling of cargo whenever required including all sundays and holidays throughout the year including wages of 1 No. SM per shift, charges for gate entry for workmen, minor tools, GST, LWC etc complete, to be carried out with required manpower as directed by EIC. The charges for PMB gate entry pass for the workmen and their vehicle , personel protective equipments to be provided by the agency and the same may be reimbursed on production of bills.	4485	Shift		
2	Operation of Cranes (such as mobile crane of capacity from 20 to 30 ton) and JLG Aerial Lift machine in Sri Vijaya Puram for handling of cargos, loading and unloading of materials and other works as and when required. The rate includes wages of 1 No. HSM per shift, charges for gate entry for workmen, minor tools, GST, LWC etc complete, to be carried out with required manpower as directed by EIC. The charges for PMB gate entry pass for the workmen and their vehicle , personel protective equipments to be provided by the agency and the same may be reimbursed on production of bills.	1307	Operation		
TOTAL					
<i>(Rupees Only)</i>					

SECTION - 7

TERMS & CONDITIONS

TERMS & CONDITIONS

SITE CONDITION :-

- 7.01 The work under this estimate is to be executed in Haddo, Chatham & Junglight Wharves The entry and exit of the materials and workmen in complex will be through the main gate maintained by the security personnel of PMB/ALHW, A&N Islands. Hence the contractor and his workmen shall have to obey the rules and regulations imposed by these security personnel during the movement of his men and materials. Necessary entry pass (if any) from ALHW for contractor & his labour have to be obtained by the contractor at his own cost and the same will be reimbursed on production of valid documents.
- 7.02 The Agency must visit the site and enquire the quantum of man force engagement and their category required to execute the schedule of works in the BOQ from the SDO and quote the rate accordingly to avoid complications after awarding the work. For this the contractor willing to participate are advised to visit the site and obtain details of presently engaged manpower and calculate accordingly for quoting. The successful contractor should engage required manpower force for the works appropriately as per the direction of EIC / SDO in order to execute the work smoothly.
- 7.03 The L1 bidder when asked, should submit the justification of rates in terms of quantum and category of deployment of manpower for consideration of the bid. The L1 bidder should ensure that the operators engaged for the operation works possess valid licences for Crane operation, Forklift operation and Reach Stacker operation.
- 7.04 Adequate precaution and safety measure should be taken by the contractor to avoid accident /loss of men and materials. Personal protective equipments like Helmet, safety shoes, safety belt, Goggles, safety Gloves, life jacket etc. should provided to the workers by the contractor. All tools, tackles and measuring instruments which are to be used by the contractor should be tested/calibrated by 'competent person'/ institution. If any accidents/losses of life of labour /materials of contractor, then contractor shall take full responsibility for them.
- 7.05 The Department shall have no responsibility for any injury or damage or loss to men or materials
- 7.06 Electric power supply required for any purpose related with the work may be obtained from the Electricity Department/PMB/ALHW necessary charges will be paid by the contractor.
- 7.07 The bidder has to arrange the work in such a manner that he should not disturb other works carrying out in the near by area. The contractor shall follow all precautionary measures while carrying out the work.
- 7.08 The contractor shall make his own arrangements for drinking water area lighting and sanitary facilities for his work men at site.
- 7.09 The contractor must maintain sufficient labour force as may be required for the work plan and execute the work according to the prescribed time schedule.
- 7.10 The contractor shall engage only local labour available at the village/town in which the work is being executed under this contract. This shall strictly followed in the case of USM. Foreign employee in any category shall not be employed for executing the work.
- 7.11 In the case of skilled labour also the contractor shall engage only local labour. In case non-availability of skilled labour, necessary non-availability certificate should be obtained from the employment exchange and after obtaining permission from the EIC in writing he shall employ non-local skilled labour.
- 7.12 Removed/replaced materials (if any) to be handedover to the Assistant Engineer (Mech-I), Haddo, ALHW, Sri Vijaya Puram with proper unstamped receipt (USR).
- 7.13 The contractor shall not remove from the site of work any materials which will be issued to him by the department for the bonafide use of the works. The same will have to be transported and returned to ALHW central store, if required by the department.
- 7.14 The contractor is not at his liberty to lift any materials from the site of work, which have been issued to the contractor for use of work of recovery basis. In case of any misuse, the department shall recover the cost of materials at double the issue rate.
- 7.15 The contractor has to take all precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly or indirectly for his own activities of his employees.
- 7.16 Return of materials: After completion of work all unused Materials issued by Andaman Lakshadweep Harbour Works are to be returned and duly certified by the EIC is to be attached with bill.

- 7.17 In event of failure to return such materials the cost for such materials shall be recovered at the rate of twice the book value or twice rate whichever is higher. This will be followed as per the CPWD works Manual and CPWD Form 8.
- 7.18 At every stage, the work shall be inspected by the EIC, every further stage of work shall be carried out only after getting clearance from the EIC.
- 7.19 After the completion of the work contractor should clear all the residual materials belonging to the contractor within 15 days and prior to the final bill payment.
- 7.20 The Period of Completion of this work will be from the date of issue of commencement letter. The department will extend/curtail the period of completion depends upon site requirement

PAYMENT CONDITION:-

- 7.21 The payment will be made for the completed portion of work against the RA Bill of the contractor.
- 7.22 ***RA Bills of the Contractor will be paid by the department, once in 03 (Three) Months. However the payment of workmen should be given by the contractor every month as per the condition mentioned in Clause 7.32.***
- 7.23 All duties, taxes including GST and other levies payable by the contractor under the contract or any other cause shall be included in the rates and total bid price submitted by the bidder. The contractor shall quote the rate considering prevailing GST. Any deviation of GST on account of statutory order the same will be reimbursed/deducted appropriately.
- 7.24 Security Deposit: A sum @ 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor. This shall be released after expiry of the guarantee period.
- 7.25 The Income tax prevailing rate shall be recovered in each stage of payment. Necessary TDS certificate will be issued on completion of work and after clearing final bill.
- 7.26 TDS GST at applicable rates will be deducted from each bill
- 7.27 The estimated cost put to the tender is including cost of 1% labour welfare cess and the same shall be deducted from the bills against this work.
- 7.28 If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever or as per the stipulations / clauses per CPWD manual in force whichever is applicable.

PROVISION OF PAYMENT OF WAGES ACTS:

- 7.29 The contractor shall comply with the provisions of payment of wages Act 1963 as amended up to date and the rules made there under in respect of all employees employed by him at the site.
- 7.30 The contractor shall be responsible for the compliance with the provisions of the minimum wages Act 1948 as modified up to date and the rules made there under in respect of any employees employed by him directly or indirectly for the purpose to carry out the contract.
- 7.31 **EPF & ESI**
Workers engaged by the contractor for this work shall be got registered with Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) to avail the social benefits by the workers under EPF & ESI schemes. This clause shall be followed strictly. Necessary supporting documents in this regard shall be submitted to the EIC within the period of one Month failing which the contract will be terminated. Necessary EPF & ESI contribution (on the part of employer) shall be paid by the contractor in the employees EPF & ESI account respectively and the same will be reimbursed to the contractor by the department on production of valid documents. The wages mentioned in EPF & ESI of the eligible employee should be identical.
- 7.32 The payment of workmen for the respective month shall be paid on or before fifth day of succeeding month. This clause shall be followed strictly. The wages given to the employees/labours should not be below than the minimum wages mentioned in the circular/statutory orders issued by the Assistant Labour Commissioner (Central), Port Blair.
- 7.33 In the event of contractor failure to pay to such employees as described above, the Dept. shall pay on his behalf and the same shall be deducted from his bill.

OTHER TERMS & CONDITIONS

- 7.34 In compliance of the contract if the contractor supply any labour directly or indirectly to be used wholly or partly under the direct control of the EIC representative whether in connection with the direct contract to be executed or otherwise for the purpose of the representative, Such labour shall be deemed to be his employee and any money / claim payable shall be contractors responsibility.
- 7.35 The emergency spares, materials, items etc. required for attending urgent maintenance / repair works on any machinery / installations are to be arranged through the manufacturers, reputed supplier/authorized dealer etc. on credit basis and the same will be paid to them on production of bills / vouchers as per price list / the printed price of the spares/materials/item etc. taking temporary advance in the name of the AE concerned.
- 7.36 Before taking up such emergency nature of work the Assistant Engineer concerned will have to submit a detailed note to The Deputy Chief Engineer (MECH) through the Executive Engineer (CSWD) for approval and only after getting approval, such works are to be attended and the required spares, materials items etc. are to be arranged through the manufacturer, reputed supplier/authorized dealer etc. The note should contain the emergency situation, the details of spares, materials, items etc. required with full justification for the cost / charges.
- 7.37 The EIC have the right to terminate the contract at any time. If the contractor is not in a position to fullfill the conditions of department.
- 7.38 The contractor should allow the inspecting officer of the department at all time and note the instructions in writing and follow strictly.
- 7.39 The rate quoted for such items of work shall be for completing the items of work in all respects as indicated in the schedule specifications as per the direction of the EIC from time to time and shall include the cost of all works and materials required for such completion of work
- 7.40 Rates for extra work not mentioned in the agreement quantities of any change in design specification shall be decided by the department only.
- 7.41 Andaman Lakshadweep Harbour Works will not entertain any claim from contractor for any idle time compensation.
- 7.42 Contractor will have to submit in duplicate the details of labour force to be employed.
- 7.43 There may be some periodical hold ups in continuity of supply of materials and for any other reason whatsoever for which no claim can be entertained.
- 7.44 The work shall be carried in close co-ordination with the other agencies working at the site.
- 7.45 For any work during night or after normal duty hours, you shall be required to take prior approval from the competent authority well in advance.
- 7.46 For any recoveries for the cost of materials supplied and services rendered by the dept. to contractor shall be made by deduction from payments due to contractor.
- 7.47 The quantities are approximate and indicative only and the departments have the right to alter the quantities either way or remove some items from the purviews of the work during execution. The bill shall be for actual work done.
- 7.48 If by any modification the magnitude of the work have materially been increased, then extension of the date of completion may be granted, provided a request for such extension of the date of completion is made no less than one month before the expiry of the original date fixed for the completion of contract.
- 7.49 If an agency does not start the work or does not perform the assigned work properly and/or in time, it shall be dropped from the list of approved/short listed agencies and their deposits including performance guarantee etc. shall be forfeited. Such agencies shall be debarred for tendering for a period of three years within that zone. Such action shall be decided by Deputy Chief Engineer (Mech), ALHW, SVP.
- 7.50 ALHW may, by order in writing, impose restrictions, including prior registration and /or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.
- 7.51 If the bidders/successful tenders intend to bring commercial vehicles from mainland for execution of work, only BS-VI version commercial vehicles shall be brought by the bidders/successful tenders, as per order of A & N Administration.

Executive Engineer (CSWD)
ALHW, Sri Vijaya Puram

Digitally signed by
Kuppusamy A
Date: 12-05-2026
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