



**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**  
**गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**  
**(भारत सरकार का प्रतिष्ठान)**

**Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024**  
**Address: 43/46, Garden Reach Road, Kolkata-700 024**

**Phone दूरभाष: (033)2469-8100 to 8113, Extn बिस्तार: 200**

**Web site वेब: [www.grse.in](http://www.grse.in), E-Mail ई मेल: [dey.ashimkumar@grse.co.in](mailto:dey.ashimkumar@grse.co.in)**

**CIN सी आई एन: L35111WB1934GOI007891**

**NOTICE INVITING TENDER (NIT)**

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builder and Engineering Product Company, invites below mentioned Service Providers to submit single stage two-part (Part I- Techno-Commercial & Part II- Price) bids through e-tendering for the work package as per following bid document:

- i) M/s ELEGANT ENGINEERING**
- ii) M/s SAVYA ENGINEERING SERVICES PRIVATE LIMITED**
- iii) M/s P H ENTERPRISE**
- iv) M/s HIND CONSTRUCTION CO.**

NIT No. निविदा संख्या:	SCC/AKD/LT/Temporary Lighting/001/N.RA- 1952	date-08-04-2023
Job Title कार्य का नाम :	<b>BIENNIAL RATE CONTRACT FOR TEMPORARY LIGHTING &amp; ALLIED ELECTRICAL CONNECTIONS ON BOARD FOR ASW SWC SHIPS</b>	
Tender issuing Dept. बिभाग द्वारा जारी :	Contract Cell (संविदा बिभाग), GRSE Main Unit	

**ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:**

<b>SCHEDULE सारणी</b>		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	<b>08/04/2023</b>	<b>14:00 Hrs.</b>
Bid submission Closing Date निविदा जमा की अंतिम तिथि	<b>11/04/2023</b>	<b>12:00 hrs.</b>
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	<b>11/04/2023</b>	<b>14:00 hrs.</b>
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	<b>90 days</b> from date of opening of Tender (Part – I)	

**ARTICLE 2 अनुच्छेद - 2 : COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:**

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	Not Applicable
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 मे उदधृत)	<b>Rs 94,000/- (Original to be submitted within 02 days from Bid Opening date)</b>
Security Deposit (SD) प्रतिभूति	<b>3% of Work Order Value (inclusive of GST)</b>
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Monthly Progressive basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis through Reverse Auction in NIC portal

**Note:-**If any vendor other than **the following 04 vendors** participates in this tender, then their offer will be rejected outright:

**i) M/s ELEGANT ENGINEERING ii) M/s SAVYA ENGINEERING SERVICES PRIVATE LIMITED iii) M/s P H ENTERPRISE & iv) M/s HIND CONSTRUCTION CO.**

**ARTICLE 3 अनुच्छेद - 3 : ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र :**  
Please find the enclosures as specified below in NIC Portal or in the GRSE website (by clicking the link <http://www.grse.in/index.php/tender.html> and then click **Enclosure to all sub-contracting activities**)

ANNEXURES	DOCUMENT DESCRIPTION
<b>Annexure 1 संलग्नक-1</b>	Statement of Technical Requirements (SOTR)
<b>Annexure 2 संलग्नक-2</b>	GRSE Standard Terms and Conditions (STAC)
<b>Annexure 3 संलग्नक-3</b>	Format for Technical Eligibility Criteria
<b>Annexure 4 संलग्नक-4</b>	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 5 संलग्नक-5</b>	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 6 संलग्नक-6</b>	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 7 संलग्नक-7</b>	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 8 संलग्नक-8</b>	Check List for Bill submission
<b>Annexure 9 संलग्नक-9</b>	Guideline for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 10 संलग्नक-10</b>	Check list of statutory responsibility of contractor and principal employer
<b>Annexure 11 संलग्नक-11</b>	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 12 संलग्नक-12</b>	Bank Guarantee Format for SD & EMD (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities))

**ARTICLE 4 अनुच्छेद - 4 : DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज :**

<b>Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज</b>		
1	MSME/NSIC certificate for Exemption of EMD	Yes
2	Documents meeting the Technical Eligibility Criteria as per format at <b>Annexure 3</b>	Yes
3	Government E-Market Place (GeM) registration certificate with <b>Unique GeM Seller ID</b>	Yes

**Note:**

- a. **In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.**
- b. **Bidders have to indicate Unique GeM Seller ID in COMMERCIAL MATRIX or prior to opening of price bids, failing which price bid of the bidder will not to be opened for further processing.**

**ARTICLE 5 अनुच्छेद - 5 : JOB EXECUTION SCHEDULE कार्य निष्पादन :**

**(A) Mobilisation Period लामबंदी अवधी - 07 days** from the date of issue of LOA/Order will be given for commencement of Work.

**(B) Job Starting Date कार्य आरम्भ तिथी -** The job is to be commenced immediately after mobilisation subject to availability of relevant drawings, materials, site clearance & as per instruction of PL- respective ships/their nominated representative.

**(C) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय –** The job is required to be carried out for a period of **16 (Sixteen)** months from the starting of the job.

**(D) Tenure of Contract अवधी:** The contract will be established for a period of **Two (02)** years from the date of commencement. The contract period may be extended for another **01(one)** year at the same rate, terms & conditions as per requirement of GRSE production schedule. Similarly, the contract period may be reduced as per GRSE discretion.

**(E) Quality Assurance Authority:** PL- respective ships/Site In-Charge/ DGM (L&W) or his nominated representative.

**(F) Place of Work:** GRSE (MW / RBD/FOJ Unit)

**ARTICLE 6 अनुच्छेद - 6 : JOB EXECUTION कार्य निष्पादन :**

Job is to be carried out strictly as per **SOTR** (SOR No. SOR/Ty Lighting/3035/2022) at **Annexure 1**, Drawings, GRSE requirement and in case of doubt, instructions of PL- respective ships/DGM(L&W)/his nominated representative are to be followed. The job is required to be carried out for **04 nos ASW SWC** Ships.

**ARTICLE 7 अनुच्छेद - 7 : GURANTEE & WARRANTEE गारंटी एवं वारंटी : Not Applicable**

**ARTICLE 8 अनुच्छेद - 8 : PRICE मूल्य :PRICE DISCOVERY & PRICE BASIS: -**

a. Price shall be discovered through **ONLINE REVERSE AUCTION**, to be conducted by M/s National Informatics Centre (NIC), service provider to GRSE. **ONLY THE TECHNO-COMMERCIALLY ACCEPTED VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE REVERSE AUCTION EVENT, THE DATE & TIME OF WHICH SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**

b. All the vendors has to quote separately in the Price Bid Format. Price is to be quoted with all taxes & duties except GST. GST is to be indicated separately in the Price Bid Format & will be applicable as per ruling rate.

c. Start bid price will be promulgated prior to the commencement of reverse auction. The price shall be inclusive of basic price, all applicable taxes and duties except GST. GST will be applicable as per ruling rate.

d. The price obtained through Reverse Auction will be firm and fixed till the tenure of the contract of two (02) years. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

**ARTICLE 9 अनुच्छेद - 9 : ESCALATION मूल्य वृद्धि : Not Applicable**

**ARTICLE 10 अनुच्छेद - 10 : UNREASONABLE QUOTES अतर्कसंगत भाव : Not Applicable**

**ARTICLE 11 अनुच्छेद - 11 : OFFER VALIDITY प्रस्ताव की वैधता :**

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 days against valid reason.

**ARTICLE 12 अनुच्छेद - 12 : CONDITIONAL OFFER सशर्त प्रस्ताव :**

Conditional offers w.r.t. this tender will not be accepted.

**ARTICLE 13 अनुच्छेद - 13 : DETERMINATION OF L1 एल-1 का चयन :**

L1 bidder will be decided on **totality basis** through **Reverse Auction** in NIC portal.

**ARTICLE 14 अनुच्छेद - 14 : BOQ बी ओ क्यू :**

a) BOQ as a part of SOTR given in the tender is tentative and the quantity indicated in SOTR is for 01 ASW SWC Ship. During the tenure of contract, job is required to be carried out for other ASW SWC Ships and the selected bidder has to execute the required quantity at same rate, terms & conditions.

b) The detailed BOQ for **04 ASW SWC** Ships considering **Quantity per Ship Set:16 Months** is given below:

SI.	Description	UOM	Total Qty. for 04 Ships (16 Months/Ship)
01	Services for Temporary Lighting & Allied Electrical Connections	MON	64

NB: i) UOM = Unit of Measurement, ii) MON = Month. Detailed scope of work for above job is as per SOTR.

- c) The quantity mentioned in the Price Bid is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and Terms & Conditions up to variation of **(+ 300%)** in addition to the initial quantity of 04 Ships and the total job value may be increased up to **100%** in addition of initial total job value. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement. Necessary amendment of the Purchase Orders will be issued accordingly. The contractors will be loaded according to GRSE project requirement.

**ARTICLE 15 अनुच्छेद - 15 : OPENING OF BIDS निविदा खुलना :**

Part I (techno-commercial) bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Disqualified bidders, either during technical assessment or commercial discussion or both techno-commercial evaluation will also be intimated about their non-consideration for further processing.

**ARTICLE 16 अनुच्छेद - 16 : MICRO & SMALL ENTERPRISES सूक्ष्म एवं छोटे उद्योग :**

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

**ARTICLE 17 अनुच्छेद - 17 : ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -**

- i. Establishment of rate: After finalization of price with L1 bidder through reverse auction, the established rate will be offered to qualified bidders chronologically (L2 / L3 / L4). The vendors who are interested for the job have to accept the L1 rates for execution of the job.
- ii. Distribution of job:
- a) GRSE Ltd. at its discretion intends to distribute the total job among 03 (Three) parallel contractors as per their chronological ranking (L1, L2, L3/L4) depending on the requirement of GRSE during the tenure of the rate contract.
- b) The total job for four (04) Ships will be distributed among three vendors. The L1 vendor will be awarded the job for **02 (two)** Ships and subsequently the next 02 bidders (L2/L3/L4) will be engaged chronologically for the remaining two ships.
- c) In case the L2/ L3 /L4 does not accept the L1 rate, the job of remaining 02 (two) Ships will not be loaded on the L1 bidder.

**Note:**

- a) Individual Work Order will be issued Ship wise.
- b) The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendors as per discretion of GRSE.No claim from individual vendors will be accepted.

## ARTICLE 18 अनुच्छेद - 18 : ELIGIBILITY CRITERIA पात्रता के मापदंड :

**Technical Criteria:** As per SOTR No: SOR/TyLighting/3035/2022 at **Annexure-1**.

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid.

[ Requisite formats attached with NIT as Annexure 3 of Article 3 to be filled up by the bidders in support of above eligibility criteria and to be submitted the same along with the Techno-Commercial bid.]

## ARTICLE 19 अनुच्छेद - 19 : INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश :

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractor will assume all safety responsibility for the site and will furnish and maintain its own safety program for itself and its sub-contractors. Contractor are bound to comply with all applicable Environmental, Occupational Health & Safety rules, regulations, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 03 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /PL-respective ship/ / their nominated representative.
8. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.

9. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during TNC, failing which the processing of bid will not be taken further.
10. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
11. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd. Co. etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
12. A Bidder is allowed to submit only one Bid under any capacity / status.
13. Difficulty in submitting the bid:
  - a. Any query /difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. MANISH KUMAR, DM (L & W)**, e-mail: [Kumar.Manish@grse.co.in](mailto:Kumar.Manish@grse.co.in) Mob. +91 8875 471083) prior to submission of offer.
  - b. The commercial aspects may be got clarified from **Mr. Ashim Kumar Dey, MGR (Contract)/ Main Unit, Mobile No. 75960 23717**, e-mail: [Dey.AshimKumar@grse.co.in](mailto:Dey.AshimKumar@grse.co.in) prior to submission of offer.
14. **E-mail Address for communication संचार हेतू ई. मेल पता** : Vendor to provide e-mail address to enable faster communication.
15. **e-BID INSTRUCTION ई बिड के अनुदेश -**
  - a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E-Procurement portal <https://eprocuregrse.co.in>
  - b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>
  - c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in> ; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <http://www.grse.in/index.php/tender.html> They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
  - d) Bidders need to fill up Part II (Price) bid online in Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.

- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i) **AMENDMENT OF TENDER DOCUMENT**

- i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
- ii. Addendum/corrigendum, if any, will be hosted on NIC portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.
- iii. To give prospective Tenderers reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

**ARTICLE 20 अनुच्छेद - 20 : BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड :**

Following bid rejection criteria may render the bids liable for rejection:

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC)/ of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidders not submitting Original instrument of EMD within 2 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the tender enquiry.



9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidder submitted false/incorrect documents etc.
12. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

**ARTICLE 21 अनुच्छेद - 21 : POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा :**

**i. Security Deposit प्रतिभूति जमा -**

Non-interest-bearing security deposit of **3%** of total order value (inclusive of GST) is to be deposited in the manner elaborated at Clause 5 of GRSE STAC at **Annexure-2**.

Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) to be submitted on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of Order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

**ii. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) -**

Work done certificate will be issued by GRSE Site Engineers/PL/PCO of respective ships/ DGM(L&W) or their nominated representative based on the Inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

**iii. Bill Submission बिल प्रस्तुति -**

On obtaining WDC, bills are to be raised on monthly progressive basis in accordance with the Checklist format as per **Annexure-8**. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

**Note:-** Transaction fee of Rs.500/- for first return & Rs.1000/- for subsequent return of bill with inappropriate documents will be charged.

**iv. Payment Terms भुगतान की शर्तें -**

a. The 100% bill amount with full GST will be paid on monthly progressive basis within 30 days of receipt of bill duly certified by Project Leader of respective ship or GM/Head of the Unit / DGM(L&W)/their nominated representative & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority. Amount recoverable from contractor, if any, is to be adjusted from 100% payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor.

b. Payment will be made on actual certification basis.

c. **Bill Certifying Authority:** Project Leader of respective ship or GM/Head of the Unit / DGM(L&W)/ their nominated representative.

v. **Liquidated Damages निर्णीत हर्जाना -**

The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this Contract.

vi. **Risk Purchase जोखिम खरीद -**

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

**ARTICLE 22 अनुच्छेद - 22 : SUBMISSION OF BID बिड की पेशी –**

1. Last date of submission of Bid / Date of opening of bid is indicated in the Bid Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Financial bid of all the Techno-Commercially qualified bidders will be opened in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of financial bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet in NIC portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

**ARTICLE 23 अनुच्छेद 23: CONTRACT WORKMAN WAGE PAYMENT: -**

- a. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- b. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- c. Payment of wages to the contractor's employee should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

**ARTICLE 24 अनुच्छेद 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-10.**

**Ashim Kumar Dey  
Manager (Contract)  
Garden Reach Shipbuilders & Engineers Limited  
43/46, Garden Reach Road, Kolkata – 700 024  
Mobile: +91 75960 23717  
Mail Id: dey.ashimkumar@grse.co.in**

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Group : ASWSWC		Ref : Drg NA
Inspection: GRSE	Drawn : SM(L&W) Date : 14 Feb 2021	Checked : GM MW Date : 11 Jan 2022

### **Scope of work & specification for**

1. **Preamble:** This specification gives details of the scope of work on board Yard 3035 related to provision of manpower services for maintenance of following anywhere in GRSE:
  - (a) 110V, 50Hz, 1Ph supply for Ty. Lighting and Extension Board for the use of Lead Lamp.
  - (b) 220V, 50Hz, 1Ph supply for Blowers and Extension boards for the use of portable Tools, Ovens etc.
  - (c) 415V, 50Hz, 3Phase Shore supply.
  - (d) Undertaking temporary cabling for the operations of Anchor Windlass, Anchor capstan, Pumps, etc. onboard
  - (e) Competent Electricians, helpers with qualified and competent supervisor are to be positioned for above maintenance task of the ship.
  - (f) An experienced and knowledgeable Supervisor should be equipped with mobile phone (without camera) must be available to supervise the jobs to be carried out by your personnel throughout the working hours or beyond that as required.
  
2. **Pre-requisite:** It is essential that the Electrical Subcontractor should have the following pre-requisites:
  - (a) Experienced/Qualified electrician with workman permit license at least IA, IB & II (Domestic & Industrial Wiring up to 650V) from State Electricity Board are to be required to work on board ship on 110V & 220V Live Line.
  - (b) Previous experience of handling/maintenance of temporary lighting on-board naval/warship in a reputed defence shipyard within last 03 years.
  - (c) Document in support of the above are required to be furnished along with the technical offer.

### **Following are the activities to be carried out by the Electrical Subcontractor:-**

3. **110V, 50Hz, 1Ph temporary supply for Temporary Lighting and Extension boards for Lead Lamps:**
  - (a) 110V, 50Hz, 1 Ph supply are to be distributed from Distribution panels as per capacity of switches/breakers and wires for branch circuits for lights and Extension Boards.
  - (b) Single core 10 mm<sup>2</sup>/6 mm<sup>2</sup> Aluminium cables are to be used for branch circuits in various compartments/cabins, Lobbies etc. Guard Lamp holders with 110V, 100W/60W Lamps or LED bulbs and emergency lights for alley ways(pipe lights) and large machinery compartments(Battery powered) are to be connected at a distance of 02 mtrs gap in lobbies, blocks, compartments etc.
  - (c) 110V Extension Boards are to be connected in compartments/lobbies on requirements basis for the use of lead lamps only.
  - (d) To carry out MS structure for fitment of switches (200A, 63A etc.), Junction Boxes, Distribution Panels etc.
  - (e) Position, Connection and maintenance of Junction Boxes for distribution of 110V, 50Hz, 1Ph temporary supply to various places on-board ship.
  - (f) Connection of Lighting Transformer for distribution of 110V, 50Hz, 1Ph temporary supply to various places on-board ship.

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(g) Any other Temporary cable laying and connection not specifically mentioned above, but required for Temporary supply purpose related to 110V, 50Hz 1Ph will also have to be done by the subcontractor without any cost implications.

4. **220V, 50Hz, 1 Ph Temporary supply for Blowers, Flood lights / Reflector lights & Extension Boards for the use of Power Tools & Ovens:**

- (a) Position, Connection and maintenance of 02 nos Distribution Panel of 440V/220V, 50Hz, 3 Ph with Neutral in Main Deck Centre & Quarter Deck Aft.
- (b) Maintenance of Provision of 220V, 50Hz, 1 Ph supply from Distribution panel for distribution as per capacity of switches/breakers and wires to Branch circuits for the requirement of power supply to blowers and extension boards.
- (c) Single core 10 mm<sup>2</sup> Aluminium cables or 4mm<sup>2</sup> Cu cable are to be used for branch circuits in various compartments/cabins, lobbies for the supply of Blowers & Extension Boards etc.
- (d) To carry out MS structure for fitment of switches (200A, 63A etc.), Junction Boxes, Distribution Panels etc
- (e) Position, Connection and maintenance of Junction Boxes for distribution of 220V, 50Hz, 1Ph temporary supply to various places on-board ship.
- (f) Placement/positioning of Blowers (2 HP/1.5HP/1 HP/0.5 HP, 220V, 50Hz, 1Ph) in different places on board ship on requirement basis for ventilation purpose and exhaust of fumes etc.
- (g) Placement & connection of 220V, 500W Flood lights/Reflector lights/Halogen lights on requirement basis. 220V, 50Hz, 1 Ph Extension Boards are to be connected in various places on board ship for the use of 220V Blowers, portable tools, oven etc.
- (h) Any other Temporary cable laying and connection not specifically mentioned above but required for Temporary supply purpose related to 220V, 50hz 1Ph will also have to be done by the subcontractor without any cost implications.

5. **440V, 50Hz, 3Ph Temporary shore supply / Temporary Hired on board Diesel generator:**

- (a) 3 Core Cable is to be laid, connected and maintained from shore supply or on board Diesel generator to anchor capstan and mooring capstan on requirement basis.
- (b) 3 core cable is to be laid, connected and maintained from shore supply or on board Diesel generator to anchor windlass on requirement basis.
- (c) 6-8 numbers pumps are to be connected from shore supply to on board ship or with on board Diesel Generator, if required.
- (d) Connection of Diesel Generator or Hand Change Over Switch or Auto Change over Switch with existing 110V and 220V electrical circuit on board during Launching or movement of ship between GRSE Main Unit or RBD Unit or FOJ unit or KPDD unit or KoPT dry dock.
- (e) Connection of Lighting Transformers (as required) with 110V existing electrical circuit on board for providing light.
- (f) Any other temporary cable laying and connection not specifically mentioned but required for temporary supply purpose related to 440V, 50Hz 3Ph will also have to be done by the subcontractor without any cost implications.

6. **Following safety requirement are to be adhered by the subcontractor for the electrical equipment:**

- (a) Earthing of – Transformer, Distribution Panels, Blowers, Main Switches etc. as per the standard norms I.E. Rules, NES etc.

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- (b) All 440V equipment are to be double earthed and cables are to be marked by Red PVC Steel Grip tape every 1 Mtr gap.
- (c) 'DANGER 440V' – Tally/Board to be provided each and every 440v equipment & switches.
- (d) All cable joints and connection points are to be insulated with proper insulation tapes so that there will be no possibility of getting electric shock from any bare conductor.
- (e) All cables are to be secured neatly through overhead supports so that touching of cables can be avoided.
- (f) Special care is to be taken for laying of 440V cables so that it should not touch deck, Deck head & Bulkheads to prevent any accidental melting of insulation due to heat from welding & Gas cutting etc.
- (g) Insulation Resistance of all cables & equipment are to be checked by 1000V Meggar before use.
- (h) Continuity & phase sequence are to be checked before connection of power cables.
- (i) Proper size fuses are to be used for every circuits, Blowers, Switches, Extension Boards etc.
- (j) Weather deck equipment switch boards and switches at jetty are to be protected from rain water.
- (k) Any other activities related to Electrical Safety measures not listed above but required as per standard engineering practice are to be carried out by the Electrical subcontractor without any cost implication.

**7. Technical Requirement:**

- (a) The cabling for temporary lighting, Blowers, Extension Boards and 440V power supply to various equipment or compartment to be provided on requirement basis of the users in the location on board ship or any block or unit of the ship anywhere in GRSE premises. However any changes/rework or replacement necessary for the provision of lighting and power due to the any new requirement of the outfit work of the ship should be carried out with in stipulated time and free of cost.
- (b) If any faults observed in the temporary lighting, blowers, Extension boards and 440V/220V/110V power supply during working hours should be rectified by the subcontractor within four hour so that production is not hampered. Replacement of defective bulbs, switches, sockets, fuses, MCB, switch Panels, extension boards to be done immediately so that production is not hampered. Switch, socket, extension board may be domestic or industrial type.
- (c) In case the subcontractor fails to complete the defect rectification within the time required by GRSE, then the outstanding deficiency may be rectified by GRSE and the cost of such work will have to be borne by the subcontractor.
- (d) Routine maintenance and preventive maintenance of switch panels, switch stands and various circuits are to be done on periodical basis by the subcontractor as per the instruction of on board electrical officer.
- (e) Observation on electrical safety by GRSE Safety Officers and Electrical officers are to be liquidated on priority.

**8. Items to be supplied by Electrical Subcontractor:**

- (a) All fasteners, Binding wire, cables ties for securing of cables; Black cotton tapes, PVC Steel grip tapes, Ampere Tapes, PVC sleeves for cable end insulation of cable joints are to be supplied by the subcontractors.
- (b) 250V, 5A, 3 Pin Plug Top & 250V, 15A, 3 Pin plug Tops are to be supplied by the subcontractors.

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- (c) All Tools & Tackles like – pliers, Screw Drivers, Contractor Screw Drivers, Spanners etc. required for the installation or maintenance work are to be catered by subcontractor for their work.
- (d) Blank extension boards will be supplied by M/s GRSE. Fitment and connection of switches, sockets, Fuse, MCB, extension wire and making the board ready for use will be in subcontractor's scope. Switches and sockets may be domestic or industrial type.
- (e) All test equipment like – 1000V & 500V Meggar, MultiMeter, Tong Tester, Phase sequence meter, test lamp, test lamp – 440 & 110V are to be catered by subcontractor for their work.
- (f) All the test equipment used for the work should be calibrated periodically and calibration certificate from proper authority to be produced to GRSE.
- (g) All PVC conduits of good quality through which 440V, 3PH, power cable has to be laid on-board ship.
- (h) Any other tools, tackles, instruments, material which is not mentioned but required for the work are also to be catered by the subcontractor without any cost implementation.

9. **GRSE Scope of supply:**

- (a) All gadgets like switch panels, cables, guard holders, lamps, extension boards, switches, reflector/Flood lights, Danger board etc. will be supplied by GRSE. Subcontractor will provide its own facilities and manpower for carrying these items from GRSE store to on board ship/work place.
- (b) Once a material is handed over to the Sub-contractor from GRSE stores, it will be the Sub-contractor's responsibility for proper storing/ preservation/up keeps of the materials. Any Damage/lost of the materials has to be made up by the Sub-contractor at free of cost.
- (c) Paints for switches, Panels. JB's etc. will be supplied by GSRE.
- (d) Any other material like Lamps, Boards, fuses etc. which are not mention in the sub contractors' scope of supply but required as consumable material for Temporary Lighting, Blowers, Extension Boards and 440V Power supply will be supplied by GRSE.

10. **Duty Hours of the subcontractor to be maintained:**

- (a) Normal working hours for the Operatives of Subcontractor will be 8 am to 5 pm and it can be extend up to 8 pm or 10 pm or overnight as per the exigency of work required by GRSE.
- (b) At least one electrician and one helper to be present at night on board as per the requirement of GRSE.
- (c) Work may also be required to be carried out at Day and Night shift ('A', 'B', 'C', 'G' shift) as per the requirement of GRSE.
- (d) In exigency, the work may be required to be carried out on Sunday/Holiday or beyond scheduled working hours as per requirement of GRSE and the contractor will have to arrange for the same without any further cost implication.
- (e) In case subcontractor fails to depute minimum number of manpower required onboard for temporary light activity then same may be deputed by GRSE and the cost of such work will have to be borne by the subcontractor.
- (f) This work is to be considered as an essential service which is to be maintained in the event of any industrial disputes, strikes, bandhs, lock outs. Etc.

11. **Schedules:**

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- a) The sub-contractor will have to submit the plan for completion of the work, matching with the construction schedule of the ship.
  - b) While executing the work, the sub-contractor should consider various inter dependencies on the progress of work, carried out by other departments/sub-contractors and will have to work in correct sequence with other agencies in different stages. In the event of non-sequence work by the sub-contractor leading to rework, all cost related to such rework will be changed to sub-contractor's account.
  - c) The sub-contractor should re-schedule their activities as necessary to suit GRSE's fitting out programme and time frame involving their inter-dependent activities which come out during the course of work.
  - d) Electrical Temporary lighting installation work is to be carried out simultaneously with other group (Machinery, Plumbing, Structural etc.) who will be working their part of job. Number of personnel & time required to complete the work in stipulated period is to be planned by the sub-contractor accordingly. Deployment pattern of man-power of the sub-contractor will have to be forwarded to GRSE. If required, the sub-contractor will have to deploy the manpower for working in G/A/B/C shifts.
  - e) The sub-contractor will have to submit the record of material taken On-Board duly endorsed by Project Leader / GRSE Ship-in-charge fortnightly.
  - f) For taking in and out of tools & tackles etc., procedures as per GRSE norms will have to be followed by the firm. List of tools & tackles, instruments & accessories for erection & testing will have to be brought by the sub-contractor in advance and list of tools & tackles, instruments & accessories for erection & testing will have to be brought by the sub-contractor in advance and list of such tools & tackles etc. is to be forwarded to GRSE.
  - g) All GRSE rules & regulations for sub-contractors will be binding on sub-contractors.
  - h) Sub-contractors are liable to work on board as well as any GRSE premises
12. **Certification:**
- a) Work shall be carried out under direct supervision of PL/site in charge (L&W) and clearance will be given by the nominated discipline officer.
  - b) Quantity of actual work to be certified by GRSE reps.
  - c) Work done certificate shall be issued in quadruplicate which will be duly certified by GRSE.
  - d) Bill passed on actual work shall be finally certified by HOD/PL.
13. **Period of Contract:** The services of the sub-contractor for the above job will be for 16 months. However, the same may be extended later as per requirement of GRSE.



**STANDARD TERMS & CONDITIONS (STAC)**

**मानक निबंधन और शर्ते (एसटीएसी)**

(1) **Integrity Pact समग्रताअनुबंध: Not Applicable for this tender.**

(2) **Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -**

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC), Udyog Aadhar Memorandum (UAM) valid till 31.03.2022 or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC, UAM or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.
- c) Following facilities/benefits may be given to MSEs :-  
(i) Issue of Tender sets free of cost.  
(ii) Exemption for payment of Earnest Money Deposit.  
(iii) Relaxation in prior Turnover and prior Experience criteria.  
(iv) In addition, firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.
- d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate/ UAM (valid till 31.03.2022) /NSIC is mandatory failing which the benefit will not be accorded.  
  
(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.  
  
(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.

- (iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.
- e) Non-Divisibility of Tenders:- In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate/ Udyog Aadhaar Memorandum (UAM) valid till 31.03.2022.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:  
(i) For proprietary MSE, proprietor(s) shall be SC/ST.  
(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.  
(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) **Tender Fee (निविदाशुल्क): Non Refundable: Not Applicable for this tender.**

(4) **EARNEST MONEY DEPOSIT (INTEREST FREE) बयानाजमा (ब्याजरहित)**

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to AGM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.

- iv. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits
  - a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
  - b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
  - c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.
- vii. **Forfeiture of Earnest Money Deposit** (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 26 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
  - 1. Acknowledge the LOA/Order
  - 2. Furnish the required Security Deposit
  - 3. Non-performance of the contract by the Contractor
  - 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

(5) **SECURITY DEPOSIT (INTEREST FREE)** प्रतिभूति (ब्याज रहित):

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of

submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

(6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन):-** If ESI & PF of the engaged labourers are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

(7) **GST REGISTRATION (जी एस टी पंजीकरण):-** The vendor will have to submit copy of GST registration certificate (including Annexure A & B of registration certificate) along with the Technical bid.

(8) **GUARANTEE PERIOD (गारंटी अवधि):**Not Applicable.

(9) **PRICE (मूल्य):**

a. Price shall be discovered through ONLINE REVERSE AUCTION, to be conducted by M/s National Informatics Centre (NIC), service provider to GRSE. ONLY THE TECHNO-COMMERCIALLY ACCEPTED VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE REVERSE AUCTION EVENT, THE DATE & TIME OF WHICH SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.

b. All the vendors has to quote separately in the Price Bid Format. Price is to be quoted with all taxes & duties except GST. GST is to be indicated separately in the Price Bid Format & will be applicable as per ruling rate.

c. Start bid price will be promulgated prior to the commencement of reverse auction. The price shall be inclusive of basic price, all applicable taxes and duties except GST. GST will be applicable as per ruling rate.

d. The price obtained through Reverse Auction will be firm and fixed till the tenure of the contract of two (02) years. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

- (10) **JOINT VENTURE OR CONSORTIUM (संघटन):-** Not applicable .
- (11) **SUB-CONTRACTING OF SUB-CONTRACTED JOB(उप संविदा कार्य का उप संविदा):-**  
When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.
- (12) **EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री):-**  
Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.
- (13) **FIRE & SAFETY PRECUATIONSअग्नि एवं संरक्षा सावधानियाँ -** The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in NIT. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in NIT. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.
- (14) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.
- (15) **ENERGY CONSERVATION (ऊर्जा संरक्षण):-**  
GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001:2018.
- (16) **INSURANCE (बीमा) :-** Not Applicable for this tender.
- (17) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:**  
a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.  
b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.  
c) Details of technical personnel deployed for the job.  
d) Monthly progress report.  
e) Log book for re-work/ modification.  
f) Details of materials brought by vendor along with copies of challan.

g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

(18) **WORKING HOURS:**

The Contractor's normal working hours shall be in between 8AM-5.06 PM (as indicated in SOTR/NIT). Work may also be required to be carried out in day or night shift as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same at no extra cost.

(19) **INDIVIDUALITY OF THE CONTRACT:**

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

(20) Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.

(21) **SECURITY OF INFORMATION: -**

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

(22) **REGISTRATION OF APPROVED VENDOR:**

The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. . If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.

(23) **CONTRACT WORKMAN WAGE PAYMENT: -**

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

(24) In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.

(25) **INSPECTION:-**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(26) **CORRECTION OF ERRORS:**

Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:

- (i) For manual tendering:-
  - a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
  - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) For tendering through E-PROCUREMENT:-

Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(27) **FORCE MAJEURE:-**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at

GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

- (28) **TERMINATION OF CONTRACT:** In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.
- (29) **DAMAGE OF MATERIALS / EQUIPMENTS:** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's man. The cost of damage will be suitably recovered from vendor's bills.
- (30) **OFFICE & STORAGE SPACE:** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.
- (31) **ARBITRATION (मध्यस्थता):-**
- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
  - iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed



there under or any statutory modification or re-enactment thereof for the time being in force.

- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
  - v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
  - vi. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
  - vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
  - viii. The language of the proceeding shall be in English.
- (32) **JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
  - ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the

said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

- iii) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

**Note:**

1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

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**ANNEXURE-3**

**(To be submitted in company's letterhead)**

**FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY**

**(Description of similar job: refer eligibility criteria of tender)**

**1. Name of the Bidder:**

**2. Job Description:**

**3. Tender Reference:**

**(A) Details of Executed relevant jobs :**

Sl. No	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order (INR)	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

**Note: i) Please add additional pages if required**

**ii) Detail of project manager, and other manpower to be indicated in separate sheet as required as per SOTR term.**

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**

**Annexure-8**

<b>CHECK LIST FOR BILL SUBMISSION - for Service Contracts</b>					
<b>A.</b>	<b>GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)</b>				
A.1	BTN (as per BTS System): -				
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)				
A.3	PO Number				
A.4	Name of Vendor				
A.5	Location of work:				MW / RBD/ FOJ/ TU / 61Park/Vendor's premises
<b>I. For RA Bill (Running/Progressive bill)</b>			<b>(Put ✓ Mark)</b>	<b>YES</b>	<b>NO</b>
A.6	PO Number and date verified with Invoice:				
A.7	Vendor Name & Address in Invoice verified with Purchase Order:				
A.8	Vendor Code as in PO verified with Invoice:				
A.9	Original certified WDC enclosed:				
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp				
A.12	HSN/SAC code is as per PO				
A.13	GSTIN No. is as per PO				
A.14	GST % is as per PO				
A.15	Security Deposit (SD) submitted as per PO				
A.16	PBG of equivalent amount submitted, as per PO				
A.17	Compliance of Statutory Liabilities of labour as per PO				
<b>II. Applicable for Final/Balance Bill</b>			<b>(Put ✓ Mark)</b>		
A.20	Certified Job Completion Certificate (JCC) enclosed				
A.21	MRS as per PO terms enclosed (If applicable)				
A.22	Guarantee Period (GP) expired as per PO term				
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)				

\_\_\_\_\_  
Signature of Vendor's representative  
with Seal/Stamp

<b>For GRSE Use Only</b>				
<b>B.</b>	<b>To be checked and verified by Bill certifying authority (Put ✓ Mark)</b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet (SES)/GR in line with WDC, PO & Invoice			
	<b>For Final/Balance Bill (Put ✓ Mark)</b>			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			

\_\_\_\_\_  
Signature of GRSE Bill Certifying Authority  
with Designation

**ANNEXURE-10 "A"****CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR  
THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971**

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form –II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</i> The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	Renewal of labour license	Form –II	Contractor	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	Notice for commencement / completion of work	Form-VII	Contractor / Principal Employer	The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department.
<b>MAINTENANCE OF REGISTERS</b>				
04	Employee Register	FORM – A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM – B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM – C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM – D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.

**SERVICES FOR KEEL SIGHTING, BLOCK LEVELLING AND POSITIONING WORK FOR ASW SWC SHIPS**

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	Employment Card	Form – XII	Contractor	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	Service Certificate	Form – VIII	Contractor	To be issued by the contractor upon termination of employment / completion of work etc.
10	Wage-slip	Form – XIX	Contractor	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	Annual Return	Online Submission	Contractor	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year.

**CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR  
COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN**

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	<p>1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him.</p> <p>2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.</p>
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	<p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p>
		Contractor	<p>2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.</p>



Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	The ESI Act, 1948	Contractor	1. Every contractor shall obtain the following: a) ESI Code No. of the firm (b) ESI code no. i.r.o of the workmen engaged by him  (c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card).
		Contractor	2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month.
06	The Payment of Bonus Act 1965 & Rules	Contractor	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of 'The Payment of Bonus Act, 1965' is to be maintained by the contractor for submission of Annual Return as per the Act.

**RESPONSIBILITIES OF CONTRACTORS OVER AND  
ABOVE THE STATUTORY REQUIREMENTS**

(i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).

(ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.

(iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).

(iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.

(v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.

(vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.

(vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.

(viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.

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