

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756166760

अनुबंध तिथि | Contract Generated Date : 06-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4776037](#)

| संगठन विवरण   Organisation Details  | खरीदार विवरण   Buyer Details   |
|---|--|
| प्ररूप   Type : Central Government<br>मंत्रालय   Ministry : Ministry of Ports, Shipping and Waterways<br>विभाग   Department : NA<br>संगठन का नाम   Organisation Name : Andaman Lakshadweep Harbour Works (ALHW)<br>कार्यालय क्षेत्र   Office Zone: Port Blair | पद   Designation : ASSISTANT ENGINEER CIVIL<br>संपर्क नंबर   Contact No. : 03192-235323-<br>ईमेल आईडी   Email ID : rajualhw.and@gov.in<br>जीएसटीआईएन   GSTIN : 35AAAGE0986L1DG<br>O/o. DEPUTY CHIEF ENGINEER(PROJECT) ANDAMAN LAKSHADWEEP HARBOUR WORKS MOHANPURA, PORT BLAIR,<br>पता   Address : SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101, India |

| वित्तीय स्वीकृति विवरण   Financial Approval Detail   | भुगतान प्राधिकरण विवरण   Paying Authority Details   |
|--|---|
| आईएफडी सहमति   IFD Concurrence : Yes<br>प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DEPUTY CHIEF ENGINEER (NP)<br>वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DEPUTY CHIEF ENGINEER (NP) | Role: DDO<br>भुगतान का तरीका   Payment Mode: PFMS<br>पद   Designation : EXECUTIVE ENGINEER OS<br>ईमेल आईडी   Email ID : k.palanichamy@and.nic.in<br>जीएसटीआईएन   GSTIN : -<br>O/O THE DEPUTY CHIEF ENGINEER(ANDAMAN) ANDAMAN AND LAKSHADWEEP HARBOUR WORKS ROOM NO.216, FIRST FLOOR MOHANPURA, PORT BLAIR,<br>पता   Address: South Andaman, ANDAMAN & NICOBAR-744101, India |

| परिषद् विवरण   Consignee Details |   |  |
|----------------------------------|---|--|
| क्र.सं.   S.No                   | परिषद् नाम & पता   Consignee Name & Address   | सेवा विवरण   Service Description   |
| 1                                | संपर्क   Contact : 03192-235323-<br>ईमेल आईडी   Email ID : rajualhw.and@gov.in<br>जीएसटीआईएन   GSTIN : 35AAAGE0986L1DG<br>पता   Address : O/o. DEPUTY CHIEF<br>ENGINEER(PROJECT) ANDAMAN LAKSHADWEEP<br>HARBOUR WORKS MOHANPURA, PORT BLAIR,<br>SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101,<br>India | Manpower Outsourcing Services - Minimum wage - Unskilled, Semi-skilled, Skilled, Highly-Skilled; Admin, Finance/Accounts, IT-Technical, Non-IT Technical, Healthcare, Others; Civil Engineer |
|                                  |   | Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Data Entry Operator  |

| सेवा प्रदाता विवरण   Service Provider Details  |
|--|
| जेम विक्रेता आईडी   GeM Seller ID : NAZQ220005169468<br>कंपनी का नाम   Company Name : M/S JMD TRADERS<br>संपर्क नंबर   Contact No. : 09041032388<br>ईमेल आईडी   Email ID : jengaravi03@gmail.com<br>पता   Address : Ward No. 14, Japan Road, Junglighat, Village/Town:- DAIRY FARM, City:- PORT BLAIR, South Andaman, ANDAMAN & NICOBAR-744103, -<br>एमएसएमई सत्यापित   MSME verified : Yes<br>एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-AN-01-0002290<br>एमएसएमई सामाजिक श्रेणी   MSE Social Category : General<br>एमएसएमई लिंग श्रेणी   MSE Gender : Female<br>जीएसटीआईएन   GSTIN: 35DDLDP9694C1Z9 (R) |

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

| सेवा विवरण   Service Details   |  |
|--|--|
| सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 07-Jun-2024 | सेवा समाप्ति तिथि   Service End Date : 06-Jun-2025 |
| श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage  |  |

| बिलिंग चक्र   Billing Cycle: monthly |   |   |
|--------------------------------------|---|---|
| विवरण   Description                  | Number of Resources to be hired   | Percentage of Service charge inclusive of GST |
| Skill Category                       |   |   |
| Type of Function                     |   |   |
| List of Profiles                     |   |   |
| Educational Qualification            |   |   |
|                                      |   |   |
|                                      | Unskilled, Semi-skilled, Skilled, Highly-Skilled                            |   |
|                                      | Admin, Finance/Accounts, IT-Technical, Non-IT Technical, Healthcare, Others |   |
|                                      | Civil Engineer  |   |
|                                      | Diploma   |   |
|                                      | Engineering(Civil/Mech/Elec./IT /Comp                                       |   |

|  |  |                                 |   |
|--|--|---------------------------------|---|
| Specialization   | Sc./Electronics/ E&E/Prod/Chem./Biotech) | 1                               | 3.85  |
| Post Graduation  | Not Required, Required, Optional         |                                 |   |
| Specialization for PG  | Not Applicable                           |                                 |   |
| Experience   | 0 to 3 Years                             |                                 |   |
| Zipcode  | NA                                       |                                 |   |
| District   | NA                                       |                                 |   |
| Minimum daily wage (INR) exclusive of GST  | 915                                      |                                 |   |
| Bonus (INR per day)  | 0  |                                 |   |
| EDLI (INR per day)   | 2.88                                     |                                 |   |
| EPF Admin Charge (INR per day)   | 2.88                                     |                                 |   |
| Optional Allowances 1 (INR per day)  | 0  |                                 |   |
| Optional Allowances 2 (INR per day)  | 0  |                                 |   |
| Optional Allowances 3 (INR per day)  | 0  |                                 |   |
| Estimated Number of Overtime Hours per Resource per Month  | 0  |                                 |   |
| Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)   | 0  |                                 |   |
| ESI (INR per day)  | 29.74                                    |                                 |   |
| Provident Fund (INR per day)   | 69.23                                    |                                 |   |
| Number of working days in a month  | 26                                       |                                 |   |
| Tenure/ Duration of Employment (in months)   | 12                                       |                                 |   |
| कुल राशि (सूत्र)   Total Amount (Formula) :<br>( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund ( INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) ) *Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months) ) |  |                                 |   |
| ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)   |  | 387672.79                       |   |
| कुल ऐडऑन मूल्य   Total Addon Value(INR)  |  | 0                               |   |
| ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)  |  | 387672.79                       |   |
| श्रेणी नाम   Category Name : Manpower Outsourcing Services - Minimum wage  |  |                                 |   |
| बिलिंग चक्र   Billing Cycle: monthly   |  |                                 |   |
| विवरण   Description  |  | Number of Resources to be hired | Percentage of Service charge inclusive of GST |
| Skill Category   | Semi-skilled                             | 1                               | 3.85  |
| Type of Function   | Admin                                    |                                 |   |
| List of Profiles   | Data Entry Operator                      |                                 |   |
| Educational Qualification  | High School                              |                                 |   |
| Specialization   | Not Required                             |                                 |   |
| Post Graduation  | Not Required                             |                                 |   |
| Specialization for PG  | Not Applicable                           |                                 |   |
| Experience   | 0 to 3 Years                             |                                 |   |
| Zipcode  | NA                                       |                                 |   |
| District   | NA                                       |                                 |   |
| Minimum daily wage (INR) exclusive of GST  | 709                                      |                                 |   |
| Bonus (INR per day)  | 0  |                                 |   |
| EDLI (INR per day)   | 2.88                                     |                                 |   |
| EPF Admin Charge (INR per day)   | 2.88                                     |                                 |   |
| Optional Allowances 1 (INR per day)  | 0  |                                 |   |
| Optional Allowances 2 (INR per day)  | 0  |                                 |   |
| Optional Allowances 3 (INR per day)  | 0  |                                 |   |
| Estimated Number of Overtime Hours per Resource per Month  | 0  |                                 |   |
| Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)   | 0  |                                 |   |
| ESI (INR per day)  | 23.04                                    |                                 |   |
| Provident Fund (INR per day)   | 69.23                                    |                                 |   |
| Number of working days in a month  | 26                                       |                                 |   |
| Tenure/ Duration of Employment (in months)   | 12                                       |                                 |   |
| कुल राशि (सूत्र)   Total Amount (Formula) :<br>( (((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund ( INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day) ) *Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months) ) |  |                                 |   |
|  |  |                                 |   |

|   |           |
|---|-----------|
| ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)  | 306810.21 |
| कुल ऐडऑन मूल्य   Total Addon Value(INR)   | 0         |
| ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)   | 306810.21 |
| अनुबंध की राशि  Amount of Contract  |           |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)   | 694483    |
| मूल्य विभाजन की पेशकश की  Price Break up offered : <a href="#">प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक</a>   Price Break up offered Document link   |           |
| एसएलए विवरण  SLA Details  |           |
| Service Level Agreement   |           |
| Manpower Outsourcing Services – Minimum Wage Based  |           |
| <b>1 Agreement Overview</b>   |           |
| <p>This is a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Service at the Buyer’s premises, or any other premises approved by the Buyer. This Agreement outlines the scope of work, Buyer’s obligations, special terms and conditions related to service delivery and payment of services. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless mutually extended by both the parties.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <p>I. General terms and conditions for Services;( “GTC”)</p> <p>II. Service Specific Standard Terms and Conditions (“STC”) of the Services contracts shall include the service level agreement (SLA) for the service.</p> <p>III. BID/ Reverse Auction specific Additional Terms &amp; Conditions (ATC) as specified by the buyer.</p> <p>The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with the scope of work and SLA as enumerated in this document shall be construed to be part of the Contract/Agreement between the Buyer and Service Provider.</p>  |           |
| <b>2 Objectives and Goals</b>   |           |
| <p>The objective of this Agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:</p> <p>I. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</p> <p>II. Present a clear, concise, and measurable description of services offered to the Buyer</p> <p>III. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</p> <p>IV. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</p> <p>This Agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p>   |           |
| <b>3 Parties to the Agreement</b>   |           |
| <p>The main stakeholders associated with this agreement are below-</p> <p><b>1. Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</p> <p><b>2. Service Provider:</b> Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted assignees, successors and nominees as described in the agreement</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.</p>  |           |
| <b>4 Terms &amp; Conditions:</b>  |           |
| <b>4.1 Buyer's Obligations:</b>   |           |
| <p>i. The Buyer shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, the Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.</p> <p>ii. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Buyer and Service Provider and should follow all the labor laws.</p> <p>iii. The Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications, and machinery etc., if required.'</p> <p>iv. The Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.</p> <p>v. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.</p> <p>vi. TA/ DA shall be payable directly by the Buyer, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.</p> <p>vii. In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the amount billed by the Service Provider, if no replacement of manpower is provided.</p> <p>viii. The Buyer shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning&amp; justification.</p> <p>ix. The Buyer will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by the Buyer.</p> <p>x. In case if the Buyer has selected the option in the bid for retention of existing resource/resources of previous service provider, then service provider shall retain those resources. In such cases, the Buyer shall be responsible for ensuring the qualification eligibility of those resources as per the contract requirement. Any extra costs incurred by Service provider for onboarding those resources on their payroll shall be borne by Service Provider. Service Provider shall include any such costs in the service charges quoted by them during the bid participation.</p> |           |
| <b>4.2 Service Provider's Obligations:</b>  |           |
| <p>i. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, educational qualification, sectoral/ desired work experience etc. may lead to deductions and/or replacement of the resource with the matching skillset based on the approval from buyer.</p> <p>ii. The service provider/contractor shall be responsible for paying wages to contract labour at rates not less than the minimum wages as notified by the Appropriate Government.</p> <p>iii. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 &amp; shall get reimbursed from the buyer.</p> <p>iv. The service provider/contractor shall be responsible for paying proportionate gratuity to contract labour who have rendered continuous service as per the provisions of the Payment of Gratuity Act, 1972</p>  |           |

- v. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
- vi. The Service Provider shall not assign its rights or obligations under this Contract, in whole or in part, nor enter any subcontract to perform any portion of this Contract, without the written consent of the Buyer. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- vii. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- viii. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata/ resume, qualification and experience of the said manpower should be verified/certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- ix. The Service Provider shall be responsible for police verification, character, and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
- x. The manpower provided by the Service Provider shall not be deemed employees of the Buyer department hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- xi. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
  - a. List of persons deployed (monthly)
  - b. Biodata/ resume with antecedents' details (at the time of deployment)
  - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
  - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
  - e. Identity proof and residential proof (at the time of deployment)
  - f. Copy of police verification certificate (at the time of deployment)
  - g. Copy of birth certificate, if required (at the time of deployment - for domicile purpose)
  - h. Details of PF Account Number of resources
- xii. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- xiii. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
- xiv. All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
- xv. The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
- xvi. In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider as per mutual understanding with Buyer. Service Provider shall communicate the same to buyer in advance.
- xvii. In case of any resource permanently leaving the organization or taking leave for a longer duration, service provider shall communicate the same to buyer at least 1 month prior to the last working day of a resources. Suitable substitute(s) shall be provided by Service Provider as per mutual understanding with buyer.
- xviii. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- xix. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement are valid during the entire period of the Agreement; failing which the Buyer can take appropriate action including imposition of deductions and termination of contract. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- xx. In case of continuous work (24 hours or more than 26 days in a month), Service Provider shall be responsible to change the shifts and manpower in compliance with the labor laws.
- xxi. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- xxii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
- xxiii. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the Buyer. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- xxiv. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- xxv. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
- xxvi. Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.
- xxvii. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- xxviii. The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.
- xxix. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- xxx. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- xxxi. The wages of every person deployed upon or in any establishment upon or in which less than one thousand persons are employed, shall be paid before expiry of the seventh day after the last day wage-period in respect of which the wages are payable. In any other establishment, wages of every person employed shall be paid before expiry of tenth day after last day wage-period. Payment of salary/ wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made.
- xxxii. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- xxxiii. The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment of wages.
- xxxiv. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- xxxv. All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- xxxvi. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.

#### 4.3 Special Terms & Conditions:

- i. As per the Contract Labour Regulation and Abolition Act, 1970, the service provider/contractor shall be responsible for ensuring that wages are paid to the contract labour on time. The principal employer/buyer shall ensure that the wages are paid on time to the contract labour by the service provider/contractor. In case the service provider/contractor fails to pay the wages on time or makes short-payment, the principal employer/buyer shall be liable to pay the wages to the contract labour directly and recover the amount from the service provider/contractor.
- ii. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider. An indicative list of central labor laws is provided under Annexure 1.
- iii. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance,

PF, ESI etc.) and taxes, as applicable.

- iv. As per DoE OM No.F.6/1/2023-PPD dated 6th January 2023, the minimum service charges for Manpower Outsourcing Services has been fixed as 3.85%. The contracts concluded through this service shall be in compliance with the above mentioned OM.
- v. No advance payment shall be made to the Service Provider.
- vi. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- vii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.
- viii. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, documentary proofs for PF/ESI/EDLI etc. payments. Non-submission of the same may lead to delay/ deduction in payment.
- ix. All the deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- x. Payment to the manpower resources by the service provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- xi. In case of any changes in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the Buyer shall pay the Service Provider the differential amount in wage. It is clarified that such increase in the wages will not have any impact on the service charges. The total value of the service charge to be paid by the buyer to service provider shall remain same as per the original contract value.
- xii. Service provider will submit the invoice & upload the supporting documents such as attendance sheet, logbook etc. on GeM portal
- xiii. Buyer will review the documents provided by service provider & may either accept or reject based on actual performance. If required, buyer may impose any non-delivery deductions, SLA deductions, over & above the invoice submitted by service provider.

## 5 Deductions

Deductions can be imposed by the Buyer for the following:

| S. No. | Description   | Deductions   |   |   |
|--------|---|--|---|---|
|        |   | 1st Instance   | 2nd Instance  | 3rd Instance  |
| 1      | Non-deployment of total manpower mentioned in the contract as per the date of joining   | Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.   |   |   |
| 2      | If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties   | Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act          | -   | -   |
| 3      | If the employee is found responsible for any theft, loss of material/ articles and damages  | Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.  | Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act. | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 4      | If the employee is found responsible for disobedience/ misconduct   | Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act   | Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act   | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 5      | If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.     | Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value | Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 daywages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value                                | Cancellation of the contract with cancellation charges @ 10% of the order value |
| 6      | If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace | Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.  | Cancellation of the contract with cancellation charges @ 10% of the order value   | -   |
| 7      | Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)   | Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days   | Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer   | Cancellation of the contract with cancellation charges @ 10% of the order value |

## 6 Payment Terms

- i. The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- ii. Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

## 7 Undertaking

The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking:

"The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

## **8 Formula Used**

### **8.1 Cumulative Cost (Daily): -**

"d" = "bp" + "esi" + "pf" + "edli" + "bonus" + "admin" + "nm1" + "nm2" + "nm3" + "oth" \* "otr"

Where,

"bp" = Basic dailywage (INR) exclusive of GST

"pf" = Provident Fund (INR Daily)

"edli" = EDLI (INR Daily)

"esi" = ESI (INR Daily)

"bonus" = Bonus (INR Daily)

"admin" = EPF Admin Charge (INR Daily)

"nm1" = Optional Allowance 1 (INR Daily)

"nm2" = Optional Allowance 2 (INR Daily)

"nm3" = Optional Allowance 3 (INR Daily)

"m" = Cumulative Cost (INR Daily)

"oth" = Estimated Number of Overtime Hours per Resource per Month

"otr" = Remuneration per resource per hour for Overtime Hours (Incl. all applicable allowance etc. & excluding GST)

### **8.2 Total: -**

"tcv" = (d \* nd + "oth" \* "otr") \* (1.18 + sc / 100) \* t \* q

Where

"tcv" = Total Contract Value

"d" = Cumulative Cost (Daily) as calculated in 10.1 above

"sc" = Service Charge in %age, as quoted by service provider

"nd" = No. of working days in a month

"t" = Tenure for which service is required (In no. of months)

"q" = Quantity (No. of resources required by buyer)

## **Annexure - 1**

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Constructions Workers' (Regulation of Employment and Conditions of Service) Act, 1996
13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996
31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies) Act, 1959

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Geographic Presence: Office registration certificate : Registration office to be located at consignee location in Port Blair
2. Scope of work & Job description : [click here](#)
3. Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Statutory Auditor Certificate : [click here](#)
3. Project Experience And Certificates With Respect To Eligibility Criteria : [click here](#)
4. Copy Of Certificate For Incorporation/registration Of Bidding Entity Under Appropriate Act/authority In India : [click here](#)
5. Registration Certificate For Geographical Presence As Required By Buyer : [click here](#)
6. Copy Of Labour Licence/epf/esi Registration Letter/certificate : [click here](#)
7. Auditor Certificate For Profit Making Entity In Last 3 Yrs : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Bill Quantity](#)

ईपीबीजी विवरण | ePBG Detail

|   |                     |
|---|---------------------|
| सलाहकार बैंक   Advisory Bank :  | State Bank of India |
| ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :  | 5.00                |
| बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions |                     |

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.2 Generic:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.3 Payment:

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.4 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PAY AND ACCOUNT OFFICER, ALHW, PORT BLAIR

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. MANDATORY DOCUMENTS.

B. List of Mandatory Documents to be scanned and uploaded within the period of tender submission.

- i. Scanned copy of the instrument towards EMD of Rs.13,478.00 in favor of Pay And Account Officer ALHW Port Blair.
- ii. Scanned copy of the Enlisted details in ALHW and its validity if applicable.
- iii. Scanned copy of certificate of work experience.
- iv. Affidavit as per Clause 1.2.3 of CPWD 6 in non Judiciary Stamp paper (cost of stamp paper Rs.100/-).
- v. Certificate of registration of Goods & Service Tax (GST).
- vi. Registration of contractors with Employees Provident Fund Organization (EPFO) for Building & other Construction Workers (BOCW) under the EPF & MP Act 1952.

- vii. Copy of Pan Card.
- viii. Income tax returns for the last three years, i.e, 2020-21, 2021-22 & 2022-23
- ix. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year 2020-21, 2021-22 & 2022-23
- x. Power of Attorney as per enclosed format if applicable.
- xi. Self - Certificate under reference to Make in India as per Annexure - I.
- xii. Integrity Pact as per Annexure - II
- xiii. Bank Information for e-Payment as per Annexure - III.
- xiv. Declaration as per Annexure - IV.
- xv. Confidential and Non-Disclosure Contract (NDC) in the prescribed format as per Annexure -VI.
- xvi. Proforma for Earnest Money Deposit Declaration as per Annexure - VII.
- xvii. ONE REGISTER OFFICE MUST IN CONSIGNEE LOCATION
- xviii. ADDITIONAL REQUIREMENT TO PROVE THE ELIGIBILITY AS PER DPIIT PUBLIC PROCUREMENT (MAKE IN INDIA).

For Self-Certification Under Preference To Make In India (Annexure-I) (to be uploaded online).

CPWD 8

Hkkjr ljdkj /GOVERNMENT OF INDIA

iru, iksr ifjogu vkSj tyekZ ea=ky;/MINISTRY OF PORTS, SHIPPING AND WATERWAYS

mi eq[; vfHk;ark & ukSluk ifj;kstuk dk;kZy;/OFFICE OF THE DEPUTY CHIEF ENGINEER - NP

vaMeku y{k}hi canjxkg ladeZ/ANDAMAN LAKSHADWEEP HARBOUR WORKS

Mkd isVh la0 309 /POST BOX NO - 309

iksVZ Cys;j &744101 / PORT BLAIR - 744101

STATE ANDAMAN & NICOBAR ISLANDS CIRCLE : DCE-NAVAL PROJECT.

BRANCH CIVIL DIVISION : NAVAL PROJECT.

ZONE SOUTH ANDAMAN DISTRICT.

Item Rate Bid & Contract for Works

Bid for the work of: "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER- NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS".

(i) To be uploaded online up to: 14.03.2024.

Website to Executive Engineer (NP), ALHW, Port Blair.

(ii) Tech. Bid To be opened in presence of bidders or their representatives who may be present at 26.03.2024 @1030 Hrs in the office of the Executive Engineer (NP), ALHW, Port Blair.

EXECUTIVE ENGINEER (NAVAL PROJECTS)

ALHW, PORT BLAIR



-

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Technical Specifications applicable, 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 financial bid and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money as per rules in vogue. Further, if I/We fail to commence the 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 as per rules. 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 NIT Clause of the tender form. Further, I/We agree that in case of forfeiture 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 for a period of five years. 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 therefrom 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.

Dated, .....

Signature of Contractor

Witness

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:

Dated:

Designation:

Executive Engineer (Naval Project), ALHW,  
Port Blair, PIN - 744 101.

-

-

-

-

-

-

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**AFFIDAVIT**

**Name of Work: - "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-N AVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS"..**

**Affidavit as per para 1.2.3 of CPWD - 6 in Non- Judicial stamp paper(Rs.100/-)**

**I / We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor 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).**

**Name of the bidder**

**Signature of the bidder.**

**PROFORMA OF SCHEDULES**

**SCHEDULE 'A'**

**Schedule of Quantities (Part C)                      As per sheets attached BOQ**

-

**SCHEDULE 'B' Not Applicable**

**Schedule of materials to be issued to the contractor.**

| S No. | Description of Items | Quantity | Rates in figures & words at Which the material will be charged to the contractor. | Place of issue |
|-------|----------------------|----------|---|----------------|
| 1     | 2                    | 3        | 4   | 5              |
| NIL   |                      |          |   |                |

**SCHEDULE 'C'**

**Schedule of Tools and Plants to be hired to the contractor:**

| S.No. | Description of Items | Hire Charges per hours/per day | Place of Issue |
|-------|----------------------|--------------------------------|----------------|
| 1     | 2                    | 3                              | 4              |
| NIL   |                      |                                |                |

**SCHEDULE 'D'**

|   |   |
|---|---|
| Extra schedule for specific requirements/document | Special condition and documents for the work, if any document for the work attached herewith in part B. |
|---|---|

**SCHEDULE 'E'**

Reference to General Condition of contract with GCC of CPWD Works 2020 with corrections up to date on [www.cpwd.gov.in](http://www.cpwd.gov.in) s modified up to date

Amendment

|                              |   |
|------------------------------|---|
| Name of Work:                | PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS. |
| Estimated cost of the work ₹ | ₹ 6,73,920.00   |
| Performance Guarantee        | 5.00% of the tendered value of the work   |
| Security Deposit             | 2.50% of Bill amount will be deducted from each running bills   |

**SCHEDULE 'F'**

General rules and direction: -

|   |   |
|---|---|
| Officer inviting tender   | Executive Engineer (Naval Project),<br>ALHW, Port Blair Andaman- 744 101. |
| Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 | See at appropriate clause under definitions.                              |
|   |   |

**Definitions:**

- 2(i) Employer : Chief Engineer & Administrator,  
ALHW, Port Blair
- 2(ii) Employer's Engineer : Deputy Chief Engineer-NP,  
ALHW, Port Blair
- 2(iii) Engineer-in-Charge : Executive Engineer (Naval Projects),  
O/o the DCE-NP, ALHW, Port Blair
- 2(iv) Accepting Authority : Executive Engineer (Naval Projects),  
ALHW, Port Blair
- 2(v) Percentage on cost of materials and labour to cover all overheads and profits  
7.5%

2(vi) Standard Schedule of Rates: CPWD/ALHW

2(vii) Department: Andaman Lakshadweep Harbour Works

- Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **07 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 EE-NP, ALHW, Port Blair under Clause 2

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

Clause 5 Number of days from the date of issue of letter of acceptance for reckoning date of start **10 Days**

#### PROFORMA OF SCHEDULES

Mile stone(s) as per table given below:

| SI No. | Description of Mile Stone (Physical) | Time allowed for completion from day of start | Amount to be with-held in case of non-achievement of mile stone |
|--------|--------------------------------------|---|---|
| 1      | As per Schedule                      | 12 (Twelve) Months                            | NA  |

|  |  |
|--|--|
| Authority to decide Extension of time  | Executive Engineer (Naval Projects), ALHW, Port Blair Or Superior Authority thereof. |
| Rescheduling of mile stone   | Executive Engineer (Naval Projects), ALHW, Port Blair Or Superior Authority thereof. |
| Shifting of date of start in case of delay in  | Executive Engineer (Naval Projects), ALHW, Port Blair                                |
| Time allowed for execution of Work   | 1 (Twelve) Months  |
| Clause 6 Clause applicable-  | Clause 6   |
| Clause 7 Gross work to be done together with net payment/adjustment  | Not Applicable   |
| Clause 7A Whether applicable or not applicable   | Applicable   |
| Clause 10 A List of testing equipment to be provided by the contractor at site   | 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%   |
| Clause 10CA Materials covered under this clause. Nearest material (other than cement, reinforcement bars and structural steel) for which All India | Not Applicable   |

|   |   |
|---|---|
| whole sale price index is to be followed.   |   |
| Clause 10 CC Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column | Not Applicable  |
| Clause 11 Specification to be followed<br>For execution of work :   | Applicable  |
| Clause 12 Type of work  | Applicable  |
| Clause 12.2 & 12.3 Deviation limit beyond which clause shall apply for building work  | Not Applicable  |
| Clause 12.5   | Applicable  |
| Clause 16 Competent Authority for<br>Deciding reduced rates   | Deputy Chief Engineer (Naval Project)<br>ALHW, Port Blair.  |
| Clause 18 List of mandatory machinery, tools & plants to be deployed by the Contractor at site.                                       | Not Applicable  |
| Clause 19 Add after Para 2 of Clause 19 at Page 43 of GCC 2014  | Labour laws to be compiled by contractor as per Central & state laws, for this purpose, as laid down in Rule 4(3) of the Building and other Construction Workers Welfare Cess Rule 1998, the contractor shall have to pay Cess @ 1% of the gross value of work done by him, which shall be recovered from each running bill including final bill of the work by the Engineer-in-Charge. The amount so deducted shall be transferred to the Workers Welfare Board, Andaman & Nicobar Islands or any other designated office. |

Clause 19 C Authority to decide penalty for each default. Executive Engineer-(NP)

Clause 19 D Authority to decide penalty for each default. Executive Engineer-(NP)

Clause 19 G Authority to decide penalty for each default. Executive Engineer-(NP)

Clause 19 K Authority to decide penalty for each default. Executive Engineer-(NP)

Clause 25

Constitution of Dispute Redressal Committee (DRC)

| Sl No. | Description of DRC | Claim up to 25 lacs                           | Claim above 25 lacs |
|--------|--------------------|---|---------------------|
|        | Chairman           | Committee will be formed as per applicability |                     |
|        | Member             |   |                     |
|        | Member             |   |                     |
|        | Presenting Officer |   |                     |

Clause 32 Requirement of Technical Representative(s) and Recovery Rate.

**Clause 32 Requirement of Technical Representative(s) and Recovery Rate**

| Sl. No. | Minimum Qualification of Technical Representative | Designation (Principal Technical/Technical representative) | Minimum experience | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) Per person |
|---------|---|--|--------------------|--|
|         |   |  |                    |  |

|   |  | p<br>l<br>i<br>n<br>e |    | r |                         |                        |
|---|--|-----------------------|----|---|-------------------------|------------------------|
|   |  |                       |    |   | Figure (Rs. Per person) | Words (Rs. Per person) |
| 1 |  |                       | NA |   |                         |                        |
|   |  |                       |    |   |                         |                        |
| 2 |  |                       | NA |   |                         |                        |

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.

**a. List of Mandatory Documents duly signed is to be submitted**

The Original financial instrument towards EMD shall be placed in separate cover and Certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder within a week physically in the office of Executive Engineer (NP), ALHW, Port Blair for verification.

No need to submit the hard copy of scanned and uploaded documents in the Tender Box.

8. Bid is open to all eligible bidders meeting the eligibility criteria as defined in NIT and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

9. Every effort shall be made by the Authority to clarify all the doubts of the

Perspective bidders before the due date of bid clarification. However, if any of the terms and conditions contained in the bid document requires any interpretation, the decision of Authority shall be final and binding on the Contractor/Bidder.

**ANNEXURE-I**

**FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA (TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)**

Format for Affidavit of Self-Certification regarding Minimum Local Content in line with "Make in India" Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16-09-2020)

Date: \_\_\_\_\_

I/We \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_

Resident of

\_\_\_\_\_

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

Tick ( ) and Fill the Appropriate Category

( ) I/We \_\_\_\_\_ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is equal to or more than 50% and come under "Class-I Local Supplier" category.

( ) I/We \_\_\_\_\_ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under "Class-II Local Supplier" category.

( ) I/We \_\_\_\_\_ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under "Non-Local Supplier" category.

( ) I/We \_\_\_\_\_ [name of the manufacturer] hereby confirm in respect of quoted items(s) that engagement of 100% Indian Workers.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.)

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

#### INTEGRITY PACT

To,  
Intending Bidders,  
.....,  
.....

Sub: for the work of "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS".

Dear Sir,

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

The subject Notice Inviting Bid 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 bidder will stand disqualified from the bidding process and the bid 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,

EXECUTIVE ENGINEER (NAVAL PROJECTS)

ALHW, Port Blair.

ANNEXURE-II

#### INTEGRITY PACT (To be uploaded online)

To

The Executive Engineer (Naval Projects)  
Andaman Lakshadweep Harbour Works,  
Port Blair, South Andaman- 744101

Sub: - Bid No. for the work of "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS".

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 Bid 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/bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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 bid/bid is accordance with terms and conditions of the tender/bid

Yours faithfully

(Duly authorized signatory of the Bidder)

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 .....2023.

**BETWEEN**

President of India represented through Executive Engineer (NP), Andaman Lakshadweep Harbor Works, Port Blair (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Name and Address of the individual/firm/Company)

Through..... (Details of duly signed signatory)

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 Tender (BID No

) hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the work "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS".

(Name of Work)

hereinafter referred to as the "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 relations 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 document 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 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 the law or the Contract or its established policies and laid down procedure, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractors(s) and the Bidder/Contractor accepts and undertake to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/ Contractor(s), either before award or during execution 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/Owner 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 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 05 years with any other Company in any country confirming to the anti-corruption 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 sub-contractors 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 Sub-contractors/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 partnership or 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 intentions.

5. 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.

#### Article 8- Legal and Prior Rights

All right 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 same shall be deemed to be cumulative and not alternative to such legal right and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract document 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 on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

#### WITNESSES

1.....

Signature , name & address

1.....

Signature ,name & address

Place :

Date :

ON NON-JUDICIAL STAMP PAPER of Rs.100/-

(To be uploaded online)

-

#### 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:

- a). To represent lawfully the (name of the Co.) for obtaining bid/tender

Documents, Prepare, Sign, Execute and Submit Tenders for Execution Of

“PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS” 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)

Annexure-III

FORM - I

(To be uploaded online)

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 & IFSC code :
- 7 Telephone/Mobile/Fax No. of Telephone:  
the beneficiary Mobile :  
Fax :
- 8 Photostat copy of a cancelled 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

Annexure-IV

**SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's letter head)

To

The Deputy Chief Engineer (Naval Project),  
Andaman Lakshadweep Harbour Works,  
Port Blair, South Andaman- 744101

**TENDER FOR "PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS"**

Ref: Bid No.

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 Authority 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 of Bid No. is full and final for all legal/ contractual obligations.

[delete if not required].

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

Annexure-V

**SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Deputy Chief Engineer (Naval Project),  
Andaman Lakshadweep Harbour Works,  
Port Blair - 744101

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_ favouring Pay & Accounts Officer, ALHW, Port Blair issued on A/c of M/s \_\_\_\_\_ . (Name of the CONTRACTOR))

.....  
We confirm having issued the above mentioned guarantee favouring Pay & Accounts Officer, ALHW, Port Blair issued on account of M/s. \_\_\_\_\_ validity for expiry up to date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_.

We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is / are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is / are binding on the Bank.

Name of Signature of Bank Officer

Annexure-VI

-  
**CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

The ALHW and the Bidder/Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Bidder/Contractor may furnish to its employees such documents, data and other information it receives from the Client to the extent required for the employees to perform its work under the Contract, in which event contractor shall obtain from such employees and all such persons whom he engages to perform this work, an undertaking of confidentiality similar to that imposed on this contractor under this Clause. Bidder/Contractor also undertakes not to use any information gained by virtue of this project, in any form, to prepare, develop, market or sell any system or product for utilization by any other client. The provisions of this Clause shall survive termination, for whatever reason, of the Contract.

Signature of the

Signature of the ALHW officer

Contractor

Annexure-VII

-  
**Proforma for Earnest Money Deposit Declaration**

Whereas, I/we \_\_\_\_\_ {name of agency} \_\_\_\_\_ have submitted bids for \_\_\_\_\_ {name of work}.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender, I/we withdraw or modify my/our Bid during the period of validity of Tender {Including Extended Validity of Tender} specified in the tender documents Or
- 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents, I/we shall be suspended for one year and shall not be eligible to bid for ALHW tenders from date of issue of suspension order.

Signature of Contractor{s}

### **GENERAL AND SPECIAL CONDITIONS**

#### **Part - I General description of work and other conditions**

##### **I. General**

###### **Location of Work**

The office of Deputy Chief Engineer -Naval Project is located at ALHW office , Mohanpura, Port Blair.

###### **Scope of work**

The present scope of the proposal comprises:“PROVIDING OUTSOURCING OF HIGHLY SKILLED /SEMI SKILLED MANPOWER FOR THE OFFICE OF THE DEPUTY CHIEF ENGINEER-NAVAL PROJECT AT PORT BLAIR IN A & N ISLANDS FOR A PERIOD OF 12 (TWELVE) MONTHS” for monitoring the ongoing construction works, GEM Correspondence works at Project Cell and up keeping the attending day to day office work of the office of EE(NP) & DCE(NP) etc., including cost of all labour charges, GST etc. complete.

Highly Skilled - should possess minimum qualification Diploma /Degree in Civil, Electrical & Mechanical Engineering and having experience in the relevant field.

Semi-skilled - should have knowledge of operating a computer and maintain/update e-office files and records.

1. The proposed work is in existing office. Hence the successful tenderer shall work in coordination with the others for smooth operation/functioning of Existing facilities.

2. The work has to be carried out in the Division office, the agency should have readiness in providing defined work force as and when requested by the EIC or his nominee.

##### **2. Responsibility of Contractor:**

2.1 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, GST etc. complete.

2.2 The contractor shall engage only qualified persons for the operation of the departmental computers and the labourer should possess thorough knowledge in working on computers.

2.3 The contractor shall carefully and diligently perform the work assigned to him/her/firm as mentioned in scope of work in consultation with the EIC.

2.4 That for performing the assigned work, the contractor shall deploy medically and physically fit person. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

- 2.5 The contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
- 2.6 The contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to ALHW and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honor the Employees State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, the Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The minimum wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and other rules/ Regulation and statutes that may be applicable to them.
- 2.7 The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the ALHW indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and / or under the said Acts, rules/ regulations and / or any by-laws or rules framed under or any of these the Employer shall be entitled to recover any loss(s) or expense(s) which it may have to suffer or incur on account of such claim(s), loss or injury from the contractor's monthly payments.
- 2.8 The contractor shall be required to maintain permanent attendance register within the office premises and will be regularly inspected/ checked by the authorized officers of ALHW.
- 2.9 The contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the ALHW and shall furnish copies of wages register/ muster roll etc. to the Employer for having paid all the dues, including the salary, to the persons deployed by him/ her/ firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/ she firm is fulfilling his / her commitments toward his/ her/ firm employees so deployed under various Labour Law, having regard to the duties of EIC in the respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from
- time to time in regard to the payment of wages, deductions/ recovery from wages, maintenance of wages book, wages slip, publication of scale of wages and terms and employment, inspection and submission of periodical returns.
- 2.10 The contractor shall deploy his/ her/ firm persons in such a way that they get weekly rest. The working hours/ leave for which the work is taken from the, do not violate relevant provision of shops and establishment Act. The contractor shall in all dealing with the persons in his/ her/ firm employments have due regard to all recognized festivals, days of rest and religious or other customs.
- 2.11 The contractor shall remove all workers deployed by him/ her on termination of the contract or on expiry of the contract from the premises of the ALHW.
- 2.12 The performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/ or loss/ damage if any sustained by the Organization.
- 2.13 The agreement may be returned duly signed with the name and details of the representative of the firm to liaison with ALHW.

### 3. 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 GENERAL CONDITIONS RELATING TO WORKS

- i. As it is mandatory for the contractor to pay minimum wages as fixed by the Chief Labour Commissioner (Central), GoI, Ministry of Labour & Employment, New Delhi plus the statutory dues like EPF, Bonus, Tax etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.
- ii. Disbursement of salary to contractual employees shall be done by the contractor on or before 7<sup>th</sup> day of every month.
- iii. The contract shall be for Twelve Months period from the date of award unless it is curtailed or terminated by ALHW owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements etc.
- iv. The contract shall automatically expire at the end of Twelve Months, unless extended further by the mutual consent of contracting agency and ALHW.
- v. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification, for a further specific period mutually agreed upon by the successful service providing company/ Firm/ Agency and ALHW.
- vi. The contracting Company /Firm /Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- vii. The bidder will be bound by the details furnished by him/ her to ALHW, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/ her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her/firm liable for legal action besides termination of contract.
- viii. Employer reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
- ix. The contractor is required to abide by the terms and conditions of agreement enclosed herewith.

#### 5. UNAUTHORIZED PERSONS

No unauthorized persons will be allowed at the office premises. The contractor shall take steps to 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.

#### 6. Time for Completion

The work shall be commenced immediately after the date of award of the work. The time for completion of work is 12Month.

#### 9. Acceptance of tender:

- a) The certified copy of all the scanned and uploaded documents along with original EMD as specified in tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority for verification.

#### SPECIAL CONDITIONS

1. The work consists one schedule and time allowed for the work is 12 months :
2. The Contractor shall have to sign on each page of the tender document and each drawing as a token of having read and clearly understood the nature and value of work to be done and condition under which the work to be executed.
3. The EIC reserve the right to terminate the contract at any time, if the contractor is not in a position to fulfill the conditions of contract.
4. The contractors shall engage only local labourers available in the village/town in which the work is being executed under this contractor. This shall be strictly followed in the case of unskilled workers and maintain the rules and regulations given for COVID -19.
5. Security deposit @ 2.5% of the bill amount will be recovered from the contractor bill and the same will be released as per the prevailing rules.

6. In case of any dispute the decision of the Deputy Chief Engineer (NP), ALHW, Port Blair shall be final and binding on the contractor.
7. The contractor shall submit the proof of having remitted EPF contribution in respect of the labourers employed by them and on part of principal employers share for services rendered under this contract. The contractor shall submit the proof of having deposited the amount of EPF contributions towards the persons employed by them under this contract in their respective names before submitting the bill or along with the wages bill for the subsequent month.
8. The works shall be done as per specifications.
9. The work shall be carried as per the direction of the Engineer-in-charge.
10. The contractor or his authorized representative should have constant contact with the Engineer-in-charge/ the Assistant Engineer/ Junior Engineer of the work daily for ascertaining the programme of work and requirement of labourers etc.
11. 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.
12. Exemption for cost of tender Document and EMD is applicable as per GFR 2005, Rule No 157 against documentary proof of registration with MSME/NSIC in the relevant field.  
  
Contractor shall follow the rules & regulation contract labour (regulation & abolition) Act, 1971 and rules in force from time to time
13. As per 'Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017'. Notified vide Govt. of India Gazette Notification No. G.S.R 154 € dated 21 Feb 2017, combined forms of Registers have been prescribed to be maintained under below mentioned nine Central Labour Acts
14. Building and construction workers (RECS) ACT, 1996  
  
Contract labour (Regulation and Abolition) Act, 1970  
  
Equal Remuneration Act, 1976  
  
Inter State Migrant workmen (RECS) Act 1979  
  
Mines Act, 1952  
  
Minimum Wages Act, 1936  
  
Payment of Wages Act, 1948  
  
Sale Promotion Employees (Conditions of Service) Act, 1976 and Working Journalists and other Newspaper Employees (CS) and MP Act, 1955  
  
In view of all above, all Establishments/ Principal Employers under central Govt. /sphere in A&N UT, should direct their respective contractor to maintain the four Registers, in order to be in compliance with mandatory labour enactments (irrespective of the no. of workers they are going to engage in the awarded work.) This point may also be explicitly and suitably included in the work orders, involving manpower. The maintenance of such Register should also be made mandatory before processing their bills of manpower, so as to verify the actual data about worker, engaged by the contractor. Vide order No DS/LE-14(177)/91-LC(PF)/670 of Chief Secretary the first running bill of the Contractors should not be released unless it is ensured that the contractors have obtained registration from the labour department.
16. Income tax will be deducted as per IT rules from the bills
17. Cess @ 1% will be deducted from the bills. Accordingly the contractor may quote the rates.
18. The contractors have to quote rates including GST & labour welfare cess. No claims shall be entertained for reimbursement.
19. In the event of any specified date, being or declared as a holiday by the Government of India, the specified activities shall take place on or up to the appointed time on the next working day.
20. The Notice Inviting Bids, all types of corrigendum/addendum/terms and condition of tender etc. shall form the part of contract document

21. The contractor or his authorized representative should have constant contact with the Engineer-in-charge/ the Assistant Engineer/ Junior Engineer of the work daily for ascertaining the programme of work and requirement of labourers etc

2.7 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.