

**GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.****गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लि मिटेड****(A GOVERNMENT OF INDIA UNDERTAKING)****(भारत सरकार का प्रतिष्ठान)****Address 43/46, Garden Reach Road, Kolkata-700 024****Phone दूरभाष: (033)2469-8100 to 8114 Extn. बिस्तार 648/639/ FAX फैक्स: (033)2469 8150****Web site वेब: [www.grse.in](http://www.grse.in), E-Mail ई मेल: [nandi.suchita@grse.co.in](mailto:nandi.suchita@grse.co.in)****CIN सीआईएन: L35111WB1934GOI007891****NOTICE INVITING TENDER (NIT)**

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors and subcontractors to submit **single stage two part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the work package as per following bid document.

NIT No निविदा संख्या:	<b>CCS/PD/OT/ ACCOUNTANT. ENGAGEMENT/E-028/N.ET-0729</b> <b>Dated: 24/06/2019</b>
Job Title कार्य का नाम:	<b>ENGAGEMENT OF COST ACCOUNTANT /CHARTERED ACCOUNTANT FIRMS FOR MANAGEMENT OF ALL STATUORY COMPLIANCES REGARDING CONTRACTORS &amp; CONTRACTOR'S WORKMEN ENGAGED IN GRSE FOR A PERIOD OF 01 (ONE) YEAR</b>
Tender issuing Dept. बिभाग द्वारा जारी:	<b>CCS, GRSE (MAIN UNIT)</b>

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

<b>SCHEDULE सारणी</b>		
Pre Bid Meeting बोली-पूर्व बैठक		NA
Tender Due Date निविदा जमा की अंतिम तिथी	15.07.2019	12:00 HRS.
Tender Opening Date (Part I) निविदा खुलने की तिथी	17.07.2019	14:00 HRS.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	120 days from Tender due date	

**ARTICLE 2 अनुच्छेद-1: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की****ब्यवसायिक: आवश्यकता:**

<b>FEES / DEPOSITS</b>	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	<b>INR 500/-</b>
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	<b>INR 30,000/-</b> <b>(Rupees Thirty Thousand Only)</b>
Security Deposit (SD) प्रतिभूति	5 % of Order Value
Penalty जुर्माना:	As per NIT
Billing Frequency बिल करने की अवधी	Monthly Basis
Evaluation of L1 एल1 का मूल्यांकन	In Totality

**ARTICLE 3 अनुच्छेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:**

ANNEXURE SL NO.	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 3 संलग्नक-3	Format for - Bank Guarantee Format for EMD (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 4 संलग्नक-4	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 5 संलग्नक-5	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 6 संलग्नक-6	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 7 संलग्नक-7	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 8 संलग्नक-8	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 9 संलग्नक-9	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 10 संलग्नक-10	Format for - Bank Guarantee Format for SD (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 11 संलग्नक-11	Guideline for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 12 संलग्नक-12	Format for – Non Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> )

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

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee	Yes
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD	Yes
3	Technical Acceptance format as available with NIT after being downloaded and filled up.	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as documentary evidence	Yes
6	PAN /TAN , GST , Labour License Certificate , Registration Certificate of the Company with ROC	Yes
7	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
8	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.	Yes
9	Copies of registration with PF, ESI authorities.	Yes

- Registered Vendors with GRSE need not upload documents at Sl. 6 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.
- Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO

**ARTICLE 5 अनुच्छेद-5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं:**

<b>PHYSICAL SUBMISSION</b>			
<b>SL</b>	<b>DESCRIPTION</b>	<b>DETAILS/TIME SCHEDULE</b>	<b>REQUIREMENT</b>
1	Tender Fee instrument	Within 03 days from opening of Part I bid	Yes
2	EMD Instrument	Within 03 days from opening of Part I bid	Yes
3	Integrity Pact (if reqd.)	By winning Bidder before placement of order	Not Applicable

- a. Above original Negotiable Instruments as stipulated, to reach to **(CCS Dept., GRSE Main unit)** within stipulated period as indicated above with a covering letter indicating all details in a sealed envelope with tender number and job duly superscripting on it.

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

- (A) Tenure of Contract संविदा कार्यकाल-** The Contract shall be valid for 01 (One) Year from the date of placement of Order/ LOA.
- (B) Mobilisation Period लामबंदी अवधी-** Manpower to be mobilized within 03 days from date of placement of Purchase Order/LOA / letter by In-charge (HOD). On award of order, the Service Provider is required to position their personnel to be engaged as per requirement of HOD of HR Department. The personnel will be assessed for suitability and post written clearance by HOD of HR dept, only then Service Provider will be able to position them in GRSE.
- (C) Job Starting Date कार्य आरम्भ तिथी -** Immediately after mobilization as per instruction of AGM (HR & IR) or their nominated representatives. Job to carried out within the tenure of Contract pending on the requirement.
- (D) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय -** Job to be completed within 12 months after starting of the job.

**ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन-** Job is to be carried out strictly as per SOTR (ANNEXURE-1) / requirement of respective dept. of GRSE.

**ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTY गारंटी एवं वारंटी -** Not applicable.

**ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -**

The quoted price should be inclusive of all statutory Taxes/Levies and other charges as applicable. The price should remain firm & fixed till satisfactory execution of the entire Contract with no escalation applicable whatsoever.

GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

**ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि -**

No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

#### **ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -**

In case the price of L-1 Bidder found to be unreasonable low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and may be evaluated for tender holiday by the Company.

However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, say lower by 30% of estimate and also if the difference in price between L1 & L2 is 30% or more then Company may consider such request of the Bidder as a special case subject to the Bidder agreeing to give Security Deposit of 20% of the PO value.

#### **ARTICLE 12 अनुच्छेद-12: OFFER VALIDITY प्रस्ताव की वैधता-**

Offer is to be valid for **120 days** from the date of opening of Part-I bid i.e Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

#### **ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -**

Conditional offers w.r.t. SOTR/NIT will not be accepted. However, in case of bidder wish to deviate on any/ same commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE then suitable loading for such deviation on the price quoted by the bidder will be considered prior to determine the L1 price.

#### **ARTICLE 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन**

L1 bidder will be determined based on the lowest quoted price in totality.

#### **ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -**

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of GRSE.

#### **ARTICLE 16 अनुच्छेद-16: OPENING OF BIDS निविदा खुलना -**

Part I techno-commercial bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualifies techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing. If any bidder qualifies for trial order, price bid of the bidder shall not be opened prior to successful completion of trial.

#### **ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूक्ष्म एवं छोटे उद्योग -**

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided; the tendered job is listed in their MSE document. (Detail at Clause 02 of STAC)

#### **ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य -**

GRSE at its discretion may engage multiple sub-contractors to maintain & in the interest of the Job schedule. In case of requirement / poor performance by engaged vendors, other qualified bidders may be engaged for execution of balance job subject to acceptance of established rate with L1 bidder.

**ARTICLE 19 अनुच्छेद-19: QUALIFICATION and ELIGIBILITY CRITERIA पात्रता के मापदंड -**

**19.1 QUALIFICATION CRITERIA**

**(a) CLERICAL STAFF**

- i. 12th Pass with certificate in basic computer windows applications, i.e, MS word, MS excel / advanced excel, MS power-point and internet access etc.  
Or  
Possessing ITI Certificate under COPA / PASSA trade.
- ii. Personnel to be deployed should possess at least 1 (one) year experience as on 30 Jun 2019, in verifying statutory compliance of contractors' in any CPSU / Govt. Organization / Large Private Company engaging minimum 2500 contractors' workmen per day.

**(b) SUPERVISOR'S QUALIFICATION**

Diploma in Computer Science / BCA / Graduate in any other discipline with qualification in computer applications. Min. 05 years' experience in handling statutory compliance by contractors' in organizations, as detailed at Para 1 in ANNEXURE-1 of NIT.

Preferred experience: Handling industrial disputes pertaining to contractor's / contractors' workmen.

**19.2 ELIGIBILITY CRITERIA**

- a) Minimum 03 years' of continuous experience during last 05 years, i.e till 30 Jun 2019 of working with any CPSU / Govt. Organization / Large Private Company engaging minimum 2500 contractors' workmen per day basis.
- b) Minimum 03 years' of continuous experience of verifying statutory compliance by contractors' in organizations, as detailed at Para 1 in ANNEXURE-1 of NIT. Experience in handling industrial disputes pertaining to contractors / contractors' workmen is preferred.
- c) Good liaison with the Office of the Labour Commissioner Central, Directorate of Factories, EPFO and ESIC authorities etc.
- d) Documentary evidences regarding above mentioned Eligibility Criteria to be uploaded/submitted with Part-I: Techno-Commercial bid. Original to be put up for verification during Technical Negotiation meeting stage.

**ARTICLE 20 अनुच्छेद-20: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -**

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

4. General Contractors assumes all safety responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR/ as per requirement of GRSE.
7. Any technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Act.
8. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part I bid.
9. A Bidder is allowed to submit only one Bid under any capacity / status.
10. Difficulty in submitting the bid:
  - a. Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from HR Department **Mrs. Lipi Das, AGM (HR & IR), Mobile No. 8420008812 / Ms. S. Laha, DM(HR)/CL & IR, Mobile No. 9163331744**, prior to submission of offer.
  - b. Any difficulty in submitting / uploading of e-tender or for any system help may be provided by GRSE Service Provider M/s NIC personnel (e-mail :[mtl.eproc@grse.co.in](mailto:mtl.eproc@grse.co.in)) /M(NCM) (GRSE e-procurement) e-mail: [Bose.ParthaSarathi@grse.co.in](mailto:Bose.ParthaSarathi@grse.co.in) (Mob: 9433484780).
11. **E-mail Address for communication संचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

#### **ARTICLE 21 अनुच्छेद-21: e-BID INSTRUCTION ई बिड के अनुदेश -**

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.eprocuregrse.co.in> and GRSE website <http://www.grse.in/tenderhome.php>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-

commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

- d) Bidders need to fill up Part II (Price) bid online in Excel format by inserting unit price and GST % only. No other attachment to the price bid will be reckoned.
- e) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- f) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- g) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- h) **AMENDMENT OF TENDER DOCUMENT**
  - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
  - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
  - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

## **ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड**

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the tender enquiry.
8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

9. Bidder not agreeing for furnishing of the required Security Deposit (SD).

10. Bidders not submitting Original instrument of Tender fee & EMD within 7 GRSE working days from the tender closing date.

**ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा -**

**i. Security Deposit प्रतिभूति जमा -**

Non-interest bearing security deposit of 5% of individual work order value is to be deposited in the manner elaborated at clause 5 of STAC.

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

(a) Work done for job carried out in all five units in FOJ, RBD, 61 Park & Taratalla units will be certified by the respective unit HR Officers and In Charge Cont. Labour Cell for Main unit in the Log Books which is to be maintained by the firm and to be produced on monthly basis.

(b) The existing unit-wise strength of contractors' workmen is detailed below:

Units	Approximate strength of contractors' workmen
Main	1450
FOJ	1300
RBD	650
61 Park	210
Taratalla	55
<b>Total</b>	<b>3665</b>

The strength of the contractors' workmen given above is indicative and may vary by 15% - 20% during next 01 year. The firm is required to undertake the jobs detailed at Para 1 in ANNEXURE-1 of NIT within the stipulated timelines.

(c) The work-done will be certified w.r.t verification of wages-registers on monthly basis, sending compliance status reports twice a month to the In Charge Cont. Labour Cell, check labour-licenses of the contractors executing new orders or renewal of labour licenses, as the case may be, maintenance of registers of contractors in Form – II, timely submission of notice of commencement / completion of work to the statutory authorities, sending monthly report to In Charge Cont. Labour Cell regarding details of contractors deployed in the previous month, their manpower strength, their compliance status etc.

**iii. Bill Submission बिल प्रस्तुति:**

a) On obtaining WDC, bills to be raised in line with order terms. Bills are to be submitted at the Bill Receiving Counters located at the gate of each unit of company. Bill is to be packed in sealed envelope super scribing on the envelope stating Purchase Order No., Vendor code, Bill No./ Invoice, Name of person /employee to whom bill is to be addressed for processing. The Name of the person to be mentioned on sealed envelope will be concerned dept. In-charge/Bill certifying officer where the job is to be carried out.

(b) Bills are to be submitted by the C.A firm on monthly basis to In-Charge Contract Labour Cell, Main Unit or any other authorized representative of HR Dept., Main Unit who will certify the bills for releasing payment.



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

The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it (if any) and Work Done Certificate to be duly signed by respective authority as stated in SOTR. However, this is subject to clearance of ESI / P.F and other manpower oriented mandatory liabilities of the firm. The payment will be as follows: -

- a) 100% payment with GST will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by Head of the dept. of GRSE & supported with satisfactory certified Work Done Certificate and on clearance of ESI & P.F. liabilities from the concerned department.
- b) Payment will be made on actual certification basis.

v. **Penalty जुर्माना**

The firm will attract penal provisions if any of the following work is not completed within the timelines mentioned below for which penalty will be levied @ 5% of the monthly bill.

- i. Verification of wages-registers: within 10th of the following month.
- ii. Sending compliance status reports: twice a month to the In Charge Cont. Labour Cell.
- iii. Check labour-licenses of the contractors executing new orders or renewal of labour licenses: within 07 days from application / issuance of labour license
- iv. Maintenance of unit-wise Registers of Contractors in Form – XII: on monthly basis
- v. Submission of notice of commencement / completion of work (Form – VII) to the statutory authorities within 15 days,
- vi. Submitting monthly report to In Charge Cont. Labour Cell regarding details of contractors deployed in the previous month, their manpower strength, their compliance status etc.: within 20th of the following month.

vi. **Risk Purchase जोखिम खरीद**

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

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

- vii. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रवेशण किसी भी परिस्थिती में अमान्य. However in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the HOD, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional

work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted

**ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी -**

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

**ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT अनुबंध कामगार वेतन अदायगी: -**

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

It is hereby clarified that Vendors are to comply the following statutory provisions for disbursing payment to their workmen/employees: -

- i) Minimum wages
- ii) PF dues/contribution
- iii) ESI dues/contribution
- iv) Bonus as per payment of bonus act
- v) Earned leave as per factories act
- vi) Any other statutory benefits/compliances as applicable.
- vii) Providing tiffin/meal coupon as applicable to GRSE.



**Pradip Das  
DGM(CCS)  
GRSE Main Unit  
GRSE Ltd, Kolkata-700024**



## गाडेन रीच शिपविल्डर्स एण्ड इंजीनियर्स लिमिटेड

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.  
(MINISTRY OF DEFENCE)

43/46, Garden Reach Road, Kolkata -700 024.  
CIN No. L35111WB1934G01007891  
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GRSE LTD. / MAIN UNIT	SPECIFICATION OF TECHNICAL REQUIREMENT FOR ENGAGEMENT OF COST ACCOUNTANT / CHARTERED ACCOUNTANT FIRMS FOR MANAGEMENT OF ALL STATUTORY COMPLIANCES REGARDING CONTRACTORS & CONTRACTORS' WORKMEN ENGAGED IN GRSE FOR A PERIOD OF 01 YEAR	SOR NO. HR/CL/256/RETAINER/2019-20
		REV: NIL
		SHEET: 1-7
Inspection: NA	PREPARED BY:   DM (HR) / CL & IR Date: 06 Jun 2019	CHECKED BY:   AGM (HR & IR) Date: 06 Jun 2019

### 1. DETAILED SCOPE OF WORK

The agency will be required to perform the following activities:

#### (a) GATE ENTRY / DAILY ATTENDANCE OF CONTRACTORS' WORKMEN

(i) To collect daily attendance data of all Contractors' Workmen from access control system for Main, FOJ and RBD units. However, for 61 Park and Taratalla Units daily attendance data is to be collected manually till any alternative system is implemented.

(ii) To ensure that all contractors maintain a Muster Roll & Attendance Register (Form D) as per CL (R&A) Rules, 1971 in respect of their workmen.

#### (b) MAINTENANCE OF REGISTER & RECORDS

(i) To ensure maintenance of the following registers, records and returns as per The Contract Labour (R & A) Act 1970 and Rules framed thereunder by the contractor and Principal Employer:

Sl. No.	Type of Registers	Type of Forms	Responsibility
01	Employee Registers	FORM -A	Contractor
02	Wages Payment Register	FORM - B	Contractor
03	Register of Loan / Recoveries/ Fines etc.	Form - C	Contractor
04	Attendance Registers	Form - D	Contractor

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05	Register of Contractors	Form – XII	Principal Employer
06	Employment Card	Form – XII	Contractor
07	Service Certificate	Form – VIII	Contractor
08	Wage-slip	Form – XIX	Contractor
09	Annual Return (before 31 <sup>st</sup> Jan of the subsequent year)	Online Submission	Principal Employer
		Online Submission	Contractor
10	Notice showing rates of wages, hours of work etc. to ALC (C)	Hard-copy submission	Principal Employer

(ii) Copies of monthly Wage Registers (Form –B) as per The CL (R&A) Act, 1970, copies of monthly challans of PF & ESI /monthly ECR sheets i.r.o all contractors as per The EPF & MP Act 1952, The ESIC Act 1948 are to be preserved and maintained systematically.

(c) **WAGE-PAYMENT / OTHER STATUTORY PAYMENTS TO THE CONTRACTORS' WORKMEN**

(i) To check and ensure timely payment of wages by the contractors, attend wages payment sites, witness wages payment and also to ensure certification of the Wage Registers (Form – B) by the firm and subsequently the concerned HR Officers of each unit dealing with Contract Labour Cell for each month.

(ii) Follow up and ensure that no wage period shall exceed one month and wages of every workman shall be paid before the expiry of the 7th day of the following month. Also to ensure that Wage Register is duly certified by HR Dept. of the Unit concerned and notice of wage payment is displayed by each Contractor well in advance.

(iii) To verify issuance of wage-slips and serving of notice of wages-payment by each contractor, as per the Statute.

(iv) Regular check and follow up to ensure that contractors pay the wages within the stipulated time.

(v) To check payment of other statutory dues to the contractors' workmen like bonus, leave with wages etc., as applicable, and maintain records thereof.

(vi) Attend payment site of the Contractors at the time of disbursement of wages by the Contractors on appointed dates, and make certification of wages paid to the labour.

(vii) Verify the Register of Wages of each Contractor and check if all workmen engaged by the Contractors are shown in the Register and whether they are being paid minimum wages by the Contractor.

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(d) **TIMELY DEPOSITION OF PF & ESI CONTRIBUTIONS BY THE CONTRACTORS**

(i) To ensure that Contractors deposit PF and ESI contributions (both employer & employees' contribution) in their own codes, timely to the respective authorities for the preceding month by 15th of the following month. 100% status report in respect of such compliances must be submitted twice a month before sending the fortnightly compliance report to Finance Dept.

(ii) Ensure that all eligible employees are covered under EPF & MP Act & ESI Act, 1952 and schemes and correct deductions are made from their wages towards recovery and remittance of contribution by the Contractors to competent authorities.

(iii) To ensure that each Contractor updates the nomination forms for their employees under PF & ESI.

(e) **OBTAINING OF LABOUR LICENSE BY THE CONTRACTORS**

To check that contractors engaged by the Company obtain / renew labour licenses, (if applicable) as per the provisions under Contract Labour (R&A) Act, 1970 and accordingly maintain and update the databases.

(f) **SUBMISSION OF RETURNS BY THE CONTRACTORS & PRINCIPAL EMPLOYER**

Prepare and submit all the Half Yearly / Annual returns under The ESI Act, 1946 and Contract Labour (R & A) Act, 1970 and Rules framed thereunder i.r.o Main, FOJ, RBD, 61 Park and Taratalla units within the stipulated time limit and any other incidental work in order to ensure compliance by the Principal Employers under the above mentioned Acts and Rules and other applicable labour laws.

(g) **LIAISON WITH THE STATUTORY AUTHORITIES**

(i) Liaise and co-ordinate with the Office of the Labour Commissioner, EPFO, ESIC and other authorities to settle all disputes and cases related to PF & ESI and as also coordinate with the contractors, as may be required.

(ii) To liaise with the PF authorities to settle all the outstanding PF claim cases related to Aug 1998 till Feb 2004 during which contractors' workmen PF contributions were deposited in GRSE Code WB / 301 (Un-exempted).

(h) **MANAGEMENT REPORTS**

(i) To update details of each contractor in specified formats, if any, designed by the concerned HR Officers.

(ii) Report on commencement and completion of work of all contractors to be ensured with necessary intimation to the Govt. Authorities concerned in form VII by the Contractors and by the Principal Employer, as applicable, under CL (R&A) Act 1970 & Rules thereof.

(iii) Compliance status reports to In-Charge Contract Labour Cell, in respect of Contractors' engaged in GRSE, as per specified format, to be submitted on 05th and 20th of the following month (twice in a month).

(iv) Monthly Report on chronic defaulting contractors with details of their liabilities.

(v) Fortnightly update on status of issue and renewal of Labour Licenses.

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(i) **PROCESSING OF GATE PASSES / RENEWALS / CANCELLATIONS**

- (i) Daily processing of applications for gate-passes / renewals / cancellations of contractors' workmen in Appendix-B1 & B2 formats or any other format which may be designed subsequently, after verifying relevant documents of the contractor / contractors' workmen e.g. Labour License, PF code, ESI code, and PF/ESI registration etc.
- (ii) Maintain proper records of gate pass issued, renewed, cancelled in soft and hard copies.
- (j) All the records e.g. copy of license, wages register, PF/ESI codes, PF/ESI challans & ECR sheets, any correspondence with the / by the /related to the concerned contractor must be kept in separate file and should be scrupulously maintained.
- (k) Constant follow-up with the contractors to ensure compliance of all applicable statutory provisions within the stipulated timeframe.
- (l) Liaise with the Contract Labour Unions and Contractors' Associations.
- (m) To ensure that all the provisions as laid down in Company's guidelines on administration of Contract labour as circulated vide Order no. HR/CL/256/POL/06 dated 20 May 2006 and as may be circulated from time to time are scrupulously followed.
- (n) Any other job which may be assigned by the concerned Authorities from time to time incidental to contractors' workmen in relation to wages, PF & ESI and such other applicable statutory provisions, are to be meticulously monitored to ensure compliance. (e.g. jobs related to arrear payment of wages for any earlier period, jobs related to PF/ESI prosecution of earlier period, assessment under Sec. 7A of EPF & Misc. Prov. Act etc.)
- (o) To prepare an updated Data Bank in respect of all Contractors and Contractors' workmen. All records and data bank created and maintained by the firm shall be the property of GRSE and absolute confidentiality to be maintained of such documents. Soft and Hard copies of such documents/records must be handed over to the HR Department, GRSE as and when required.
- (p) Comply with data integrity and security policies of the Company.
- (q) Preparing and sorting documents for data entry
- (r) Entering data into database software (CLMS) and checking to ensure accuracy of data that has been put into the system.
- (s) Resolving discrepancies in the information and obtaining further information for incomplete documents.
- (t) Responding to information requests from authorized personnel.
- (u) Additional Requirements-
  - (i) Creating data backups as part of a contingency plan.
  - (ii) Testing new database in the systems and any updates in CLMS software.

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## 2. MANPOWER REQUIREMENT

Based on the above scope of work, volume and nature of activities to be performed, it is expected that the following nos. of clerical staff may be required to undertake the work:

Sl. No.	Units	Nos. of Manpower
01	Main	03 + 01 Supervisor
02	FOJ	02
03	RBD	02
04	61 Park	01
05	Taratalla	01
<b>Total</b>		<b>10</b>

## 3. QUALIFICATION & ELIGIBILITY CRITERIA

### 3.1 QUALIFICATION CRITERIA

#### (a) CLERICAL STAFF

(i) 12th Pass with certificate in basic computer windows applications, i.e, MS word, MS excel / advanced excel, MS power-point and internet access etc.

or

Possessing ITI Certificate under COPA / PASSA trade.

(ii) Personnel to be deployed should possess at least 1 year experience as on 30 Jun 2019, in verifying statutory compliance of contractors' in any CPSU / Govt. Organization / Large Private Company engaging minimum 2500 contractors' workmen per day.

#### (b) SUPERVISOR'S QUALIFICATION

Diploma in Computer Science / BCA / Graduate in any other discipline with qualification in computer applications. Min. 05 years' experience in handling statutory compliance by contractors' in organizations, as detailed at Para 1 above.

Preferred experience: Handling industrial disputes pertaining to contractors / contractors' workmen.

### 3.2 ELIGIBILITY CRITERIA

(a) Minimum 03 years' of continuous experience during last 05 years, i.e till 30 Jun 2019 of working with any CPSU / Govt. Organization / Large Private Company engaging minimum 2500 contractors' workmen per day basis.

(b) Minimum 03 years' of continuous experience of verifying statutory compliance by contractors' in organizations, as detailed at Para 1 above. Experience in handling industrial disputes pertaining to contractors / contractors' workmen is preferred.

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(c) Good liaison with the Office of the Labour Commissioner Central, Directorate of Factories, EPFO and ESIC authorities etc.

**4. VENDOR'S SCOPE OF SUPPLY**

**(a) Materials & Consumables**

(i) Desktop PCs

Main	-	03
FOJ	-	02
RBD	-	01
61 Park	-	01
Taratalla	-	01
<b>Total</b>	-	<b>08</b>

(ii) All stationary items like papers, pen / pencil, eraser, rulers, calculators, liquid ink, stamp-pads, stamps, files, registers, stapler with pins, liquid whitener, highlighters etc. to be provided by the firm as per requirement.

**(b) Facilities & Infrastructure**

Firm to provide internet connection (dongles) and mobile phone recharge facilities for their workmen.

**GRSE SCOPE OF SUPPLY:**

- (i) Office space and furniture.
- (ii) Free Intercom connection.

**5. WDC**

(i) Work done for job carried out in all five units in FOJ, RBD, 61 Park & Taratalla units will be certified by the respective unit HR Officers and In Charge Cont. Labour Cell for Main unit in the Log Books which is to be maintained by the firm and to be produced on monthly basis.

(ii) The existing unit-wise strength of contractors' workmen is detailed below:

Units	Approximate strength of contractors' workmen
Main	1450
FOJ	1300
RBD	650
61 Park	210
Taratalla	55
<b>Total</b>	<b>3665</b>

The strength of the contractors' workmen given above is indicative and may vary by 15% - 20% during next 01 year. The firm is required to undertake the jobs detailed in Para: 1 above within the stipulated timelines.

(iii) The work-done will be certified w.r.t verification of wages-registers on monthly basis, sending compliance status reports twice a month to the In Charge Cont. Labour Cell, check labour-licenses of the contractors executing new orders or renewal of labour licenses, as the case may be, maintenance of registers of contractors in Form - II, timely submission of notice of commencement / completion of work to the statutory authorities, sending monthly report to

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In Charge Cont. Labour Cell regarding details of contractors deployed in the previous month, their manpower strength, their compliance status etc.

**6. BILL SUBMISSION**

Bills are to be submitted by the C.A firm on monthly basis to In-Charge Contract Labour Cell, Main Unit or any other authorized representative of HR Dept., Main Unit who will certify the bills for releasing payment.

**7. DELIVERY SCHEDULE**

Job Starting Date: From the date of placement of Purchase Order / LOA

Mobilization Period: Within 03 days from placement of Purchase Order / LOA.

**8. PENAL PROVISIONS**

The firm will attract penal provisions if any of the following work is not completed within the timelines mentioned below for which penalty will be levied @ 5% of the monthly bill.

- (i) Verification of wages-registers: within 10th of the following month.
- (ii) Sending compliance status reports: twice a month to the In Charge Cont. Labour Cell.
- (iii) Check labour-licenses of the contractors executing new orders or renewal of labour licenses: within 07 days from application / issuance of labour license
- (iv) Maintenance of unit-wise Registers of Contractors in Form – XII: on monthly basis
- (v) Submission of notice of commencement / completion of work (Form – VII) to the statutory authorities within 15 days,
- (vi) Submitting monthly report to In Charge Cont. Labour Cell regarding details of contractors deployed in the previous month, their manpower strength, their compliance status etc.: within 20<sup>th</sup> of the following month.

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