


GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड)

(A Government of India Undertaking)

(भारत सरकार का प्रतिष्ठान)

43/46, Garden Reach Road, Kolkata 700-024

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Web site: www.grse.nic.in,

CIN: U35111WB1934GOI007891

Notice Inviting Tender (NIT) /निविदा आमंत्रण सूचना
Tender Enquiry No. : HR/CL/256/Retainer/2017/09/01 Dated 01 Sep'17
Due Date: 21 Sep'17 (3.00 PM)

NAME OF JOB : ENGAGEMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT FIRMS RETAINER FOR MANAGING ACTIVITIES IN RELATION TO CONTRACTORS' AND CONTRACTORS' LABOURS IN ORDER TO DEAL WITH & ENSURE PROPER IMPLEMENTATION AND COMPLIANCE UNDER CONTRACT LABOUR (R & A) ACT 1970, EPF & MP ACT 1952, ESI ACT 1948, MINIMUM WAGES ACT 1948 AND OTHER APPLICABLE STATUTORY REQUIREMENTS FOR MANAGEMENT OF CONTRACTORS' LABOURS.

Nature of Tender:	Open Manual
Tender No.:	HR/CL/256/Retainer/2017/09/01
Tender date:	01 Sep'17
Pre-bid Meeting at above address (not mandatory):	06.09.17
Last date & Time of Receipt of Tender:	21.09.17 (3.00 pm)
Date of Opening Tender- Part I (Techno-Commercial Bid):	21.09.17 (4.00 pm)
Tender fee (only in the form of a Demand Draft):	Rs. 500/-
Earnest Money Deposit (EMD): (only in the form of a Demand Draft)	Rs. 4500/-
<u>List of Enclosures:</u>	
(A) Guidelines and General Terms & Conditions of Tender	
(B) Scope of Work (Annexure I Read With Annexure IA)	
(C) Undertaking Form (Annexure II)	
(D) Declaration Form (Annexure III)	
(E) Techno Commercial Bid (Annexure IV)	
(F) Price Bid (Annexure V)	

GUIDELINES AND GENERAL TERMS & CONDITIONS FOR SUBMISSION OF TENDER FOR ENGAGEMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT FIRMS RETAINER FOR MANAGING ACTIVITIES IN RELATION TO CONTRACTORS' AND CONTRACTORS' LABOURS IN ORDER TO DEAL WITH & ENSURE PROPER IMPLEMENTATION AND COMPLIANCE UNDER CONTRACT LABOUR (R & A) ACT 1970, EPF & MP ACT 1952, ESI ACT 1948, MINIMUM WAGES ACT 1948 AND OTHER APPLICABLE STATUTORY REQUIREMENTS FOR MANAGEMENT OF CONTRACTORS' LABOURS.

1. GARDEN REACH SHIPBUILDERS & ENGINEERS LTD (GRSE Ltd.) is a Government of India Undertaking under the Ministry of Defence and is engaged in Shipbuilding, Ship repairing and General Engineering Works. The Company engages Civil, Mechanical, Electrical and other contractors for various work of the establishment.
2. GRSE Ltd. intends to engage Chartered Accountancy Firm or Cost Accountancy Firm with prior experience and proficiency in dealing with Labour & Industrial Legislation matters and to maintain and certify various records / statements etc. required as per different provisions of labour laws. As Retainer on contractual basis, the firm, so engaged will have to assist the HR department in managing activities in relation to contractors' and contractors' labours in order to deal with & ensure proper implementation and compliance under Contract Labour (R&A) act 1970, EPF&MP Act 1952, ESI Act 1948, Minimum Wages act 1948 and other applicable statutory requirements for management of contractors' labours related activities amongst all Units GRSE located in West Bengal.
3. The interested bidders may download the Tender document from Company's Website i.e. www.grse.nic.in . Bids in single stage two bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) are invited through open manual tender for engagement of retainer.
4. **Period of contract** will be for **three (3) months** which may be extended for further three (3) months depending on the requirements and at the sole discretion of the Company and based on the satisfactory performance of the Retainer.

5. (a) Interested bidders may submit the sealed offer in 02 (two) parts,
- (i) Part -I: Techno-Commercial bid (Annexure V)
 - (ii) Part - II: Price bid (Annexure VI)

Part – I - Techno Commercial Bid (Annexure – V)

One sealed envelope super scribed with “Part – I TECHNO COMMERCIAL BID”, Tender No., containing Technical & Commercial offer (Annexure IV), Undertaking Form (Annexure II), Declaration Form and Demand Draft towards Tender Fees, Demand Draft towards Earnest Money Deposit (EMD) (applicable for bidders who are un-registered with GRSE). Tender Fees and EMD etc. should be submitted in a separate envelopes clearly super scribing on the envelope “Tender Fees / EMD for engagement of Retainer”. Failure to submit Tender Fees, EMD etc. by the Bidder as applicable, will call for rejection of Tender altogether. It must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED.

Part – II Price Bid (Annexure – VI)

Another sealed envelope super scribed Part – II PRICE BID, Tender No. and due date etc. This part should contain only the price in the prescribed format.

(b) Both these separate sealed envelopes i.e. Part – I TECHNO COMMERCIAL BID (Annexure V) and Part – II PRICE BID (Annexure VI) should be put together in another sealed envelope super scribing “Part – I TECHNO COMMERCIAL BID and Part – II PRICE BID”. Combined bid offer will be summarily rejected.

(c) Bidder will either fill the tender forms correctly in BLUE INK or will type the document in the prescribed format. Overwriting must be avoided. Any correction should be clearly scored out and initialed (signed).

(d) Tender Documents should be addressed to the Additional General Manager (HR&IR), Corporate HR Division, Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata 700 024 and should be dropped in the Tender Box placed in Corporate HR Division **on or before 21 September'17 (3.00 PM)**. Tenders submitted beyond the above mentioned timeframe are to be summarily rejected. The Company will not be responsible for any postal delay etc.

6. (a) Bidder should attach the following details with their Techno-Commercial bid:-
- i) Documentary evidence by the Firm in terms of execution of similar order.
 - ii) PAN No.
 - iii) Income Tax Clearance Certificate along with acknowledgement receipt of IT Returns for last three years, Tax payment proof (if applicable),
 - iv) Copy of registration of the Firm/Company
 - v) Trade License
 - vi) Audited annual accounts for last three years along with annual report.
 - vii) Copy of GST registration.
 - viii) Solvency certificate from Banker.
 - ix) Copies of registration with PF/ESI/GST authorities.
 - x) Latest challans of PF and ESI

Tender is liable to be rejected in the absence of valid documents as stated herein.

(b) Bidder should submit the documents in support of job executed during the last three (3) years in dealing with Contractors' & Contractors' labours matters including the relevant/applicable labour laws in organizations of repute with having contract labours not less than 1000 (one thousand only), out of which at least 01 (one) year experience in any Public Sector Undertaking (PSU) is required. (*supporting order copies along with scope of work to be produced*). Bidder is also required to submit performance certificate from Principal Employer(s) to justify their credential and experience.

(c) Bidder should enclose details of the establishments / infrastructure such as Office premises, Telephone facilities, Trained manpower (category wise) with their experiences, Certificate on details of number of Contract Labours are / were being handled and Nature of Work carried out by your Firm in those establishments, proof of Financial Capability of the Firm be incorporated in Part – I TECHNICAL BID.

(d) Bidder should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.

7. **Tender Fee (निविदा शुल्क):-**

Tender Fee will be Rs. 500/- (Five Hundred) (non-refundable) from Nationalized/Scheduled Bank other than Co-operative bank through Demand Draft (DD) in

favour of "Garden Reach Shipbuilders & Engineers Ltd." payable at Kolkata. Bidders must attach application/tender fee of Rs. 500/- by DD drawn in favour of Garden Reach Shipbuilders & Engineers Ltd. along with Technical Bid. Non-submission of value of tender documents will lead to offer rejection.

8. Earnest Money Deposit (EMD) amount of Rs. 4500/- (Four thousand five hundred only) (interest free) issued from Nationalized/Scheduled Bank other than Co-operative bank payable at Kolkata through Demand Draft (DD) in favour of Garden Reach Shipbuilders & Engineers Limited. Non-submission of EMD will lead to offer rejection. EMD will be returned to the unsuccessful bidders.

The Earnest Money may be forfeited if:-

- (a) The Bidder / Bidder withdraw the Bid after Bid Opening during the period of Bid validity.
- (b) The bidder does not accept the correction of Bid price where there is a discrepancy between the rates in figure and words will govern and where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by quantity, the unit rate as quoted will govern.
- (c) The successful Bidder fails within the specified time limit:
 - (i) To sign the agreement or acknowledge receipt of the order.
 - (ii) Furnish the required performance security.
- (d) EMD is also liable to be forfeited in the event successful Bidder fails to and / or does not commence and / or does not continue the service on receipt of the contract / order.
- (e) The Earnest Money of the unsuccessful Bidders shall be refunded by cheque after finalization of the Tender on receipt of application for refund of the same for Tender.

9. SSI Units registered under single point registration with NSIC will be exempted from deposit of Tender Fees and Earnest Money Deposit on submission of valid NSIC single point registration certificate for particular product under tender. To claim the exemption a copy of the NSIC/MSME certificate with annexure is to be scanned and to be enclosed with the technical bid and wherein the list of activities contained in the NSIC certificate/EM-Part II should cover the activity for which tender is issued and to be confirmed in Techno-Commercial part of offer.

10. Interest Free “**Security Deposit**” of **5% of the order value** is to be submitted in the form of “Crossed Demand Draft” or “Bank Guarantee” in approved GRSE format from scheduled banks other than Co-Operative Bank towards contract performance within two weeks of receipt of contract / order. The Security Deposit can be released after successful completion of the contract. EMD deposited alongwith the Tender by the successful Bidder shall form part of Security Deposit and balance amount to cover 5% shall be deposited within the time stated above. In the event of unsatisfactory service / gross negligence in given service and as a result of it caused loss to the Company or non-fulfillment of any of the contractual obligations, the Security Deposit shall be forfeited. Non submission of security deposit within stipulated time would lead to imposition and recovery of penal interest from the bills of the retainer, apart from cancellation of the order at the sole discretion of the Company.

11. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.

12. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. Price bids of the qualified Bidders could be viewed by the bidders from their own portal.

13. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

14. Pre-Bid Meeting (बोली पूर्व बैठक):-

A pre-bid meeting will be held on 06 Sep'17 at HR Department, Main Works, GRSE Ltd. at 11.00 AM to discuss the detail scope of work of the tender. Bidders interested to participate in Pre-bid meeting should inform DM (HR) (e-mail ID– Dasgupta.Saptarshi@grse.co.in) by 05 Sep'17 (4.00 PM).

15. **Period of contract will be for 03 (three) months** which may be extended for further 03 months depending on requirements of the Company based on satisfactory performance of the Retainer.

16. The job is to be carried out as per scope of work enclosed with NIT as **Annexure –1 read with Annexure- IA**. Responsibilities of the prospective Retainer as enumerated in the

scope of work of the Tender document are to be undertaken scrupulously so that GRSE as an establishment may not suffer adversely on statutory or any other matter at any stage of engagement of Contractors / Contract Labours.

17. The personnel deployed by the successful Bidder will directly work under the Bidder and will be treated as their employees. They will not have any right to claim any employment in the Company. The successful Bidder shall be liable to comply with all relevant statutory provisions as per the applicability.

18. The Retainer shall keep adequate number of well experienced and trained staff to ensure satisfactory service and for smooth and hassle free execution of daily operations as per the scope of work of the tender.

Working hours will be from 8:00 A.M to 5:00 P.M on all working days and on Saturday from 8:00 A.M to 1:00 P.M. Work may continue for extended period to cope up with the day to day job requirement, as may be necessary.

Retainer should ensure that requisite manpower including a site in charge should be deployed within the premises of Main Works, FOJ, RBD, 61 Park and Taratala Unit of GRSE Ltd. for proper supervision and execution of the job as per the scope of work.

19. If GRSE is not satisfied with the services or conduct of any of the representative/staff of the Retainers for any reason, whatsoever, the Retainer shall replace such representative/staff with proper information.

20. The Retainer shall ensure proper working of his representatives at the premises of the GRSE.

21. The Scope of work for dealing with contractors'/ contractors' labours matters has been enumerated at Annexure –1 read with Annexure 1A.

22. The Retainer will be required to maintain an Office at Main Unit and ensure presence of a Site In-charge competent enough to deal with day to day matter regularly and to maintain liaison with GRSE and competent authorities of Government.

Infrastructure support at our Main Unit i.e. Room, Furniture, Telephone etc. will be provided by the Company. The retainer will be responsible to arrange necessary IT infrastructural support e.g. PC, Printer, Cartridge, Net connection to execute the day to day activities as enumerated in the scope of work.

23. GRSE reserves the right to accept or reject the lowest or any / all offers without assigning any reason whatsoever. No conditional offer will be accepted.

24. The job requires to be started within 05 (five) days' notice upon receipt of LOI/PO from GRSE.

25. The Bidder shall not assign or sublet the contract or any part thereof or allow any person to become therein in any manner whatsoever.

26. **Price** The quoted price shall not include Service Tax/GST etc. GST, if applicable will be charged extra as per ruling rate. The price shall remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever.

27. **Payment** The Bills are to be raised and submitted on monthly basis. The Company will pay to the Retainer the payable bill amount within one month of submission of bills subject to verification and certification of work done and statutory compliances, as applicable.

28. The Bidder will keep the Company fully indemnified from and against all claims, costs, charges to which company may be subjected to and in respect of any financial damages caused due to negligence of Retainer or his representatives.

29. GRSE reserves the right to **terminate the contract** by giving **one month notice**.

30. The Bidder shall arrange necessary safety gears / personal protective devices for their employees. In case of any accident / injury, necessary First Aid / Medical Aid / Hospitalization etc. as necessary and related expenses including compensation, if any, are to be borne by the Bidder.

31. Your offer should remain valid for a period of 60 days from the due date of the tender.

32. **Arbitration** If at any time, before, during or after the contract period any unsettled claim, question, dispute or difference arises between the parties the same shall be referred to the Chairman & Managing Director or the Managing Director (as the case may be) of GRSE Ltd. for adjudication as sole arbitrator in accordance with Arbitration and Conciliation Act, 1996.

33. **Risk Purchase** Penalty will be imposed in the event of any violation of the statutes or flaw in handling the assigned jobs @ 10% of the monthly bill value. Such penalty, however, will not disentitle the Company to terminate the contract at the risk and cost of the Tenderer in case of repeated occurrence of such failures. For unsatisfactory performance and Retainer's failure to perform work GRSE also reserves the right to get the work done by alternative source at the risk and cost of the Retainer.

34. The Bidder will not divulge or disclose any information, particulars or details of the job entrusted to them. In case the Authorities initiate any statutory or any other case against GRSE such cases in relation to the Contract Labour issues specifically mentioned in this Tender or not, will be handled by the Bidder from time to time as the case may arise. In case of failure to take appropriate step, non-maintenance of records, delay in submitting the Statutory Returns / Reports etc. the Bidder shall be wholly and solely responsible and expenses so incurred by the company to defend the case(s) shall be recovered from the Bidder.

Sd/-
(S. Choudhury)
Additional General Manager (HR &IR)

Annexure - I

SCOPE OF WORK

The Retainer so engaged will require performing various tasks, as follows, to assist the HR department in managing activities in relation to Contractors' and Contractors' Labours to ensure proper compliance of various labour acts.

1. **Gate Entry/Attendance of Contractors' Workmen**

(a) To collect daily attendance data of all Contractors' Labourers from access control system at Main, FOJ and RBD and daily attendance data (manual) of 61 park and Taratala Units from security gates. A consolidated list of daily attendance of all units is required to be submitted to Corporate HR Department on a regular basis. The process should continue till any alternative measure is adopted by GRSE Ltd.

(b) To ensure that all contractors' maintain a Muster Roll in Form XVI as per CL (R&A) Rules, 1971 and record the daily attendance of their workmen.

2. **Maintenance of Register &Records**

(a) To maintain necessary records for ensuring proper implementation of EPF & MP Act 1952, ESI Act 1948, Contract Labour (R & A) Act 1970, Minimum Wages Act 1946 etc. as applicable to Principal Employer under CL (R&A) Act, EPF & Misc. Prov. Act, ESI Act and any other applicable labour laws, e.g. Register of Contractors, Registration Certificate, Form VIB etc.

(b) To ensure maintenance of necessary records for ensuring proper implementation of EPF & MP Act 1952, ESI Act 1948, Contract Labour (R & A) Act 1970, Minimum Wages Act 1946 etc. as applicable to Contractors and Contract Labourers.

(c) Updating of all records and data pertaining to recovery and deposition of PF & ESI contributions in respect of Contract Labour engaged by the respective Contractors under their own PF Code and ESI Code.

(d) Keep a periodical check to ensure that every contractor engaged by the Company is maintaining the various records as specified under the Contract Labour (Regulation & Abolition) Act 1970 and Rules thereof.

(e) All the records including copy of Wage Registers as per CL (R&A) Act, Challan/ECR sheet as per PF & ESI are to be preserved and maintained systematically.

3. Wage Payment / other payments to Contractors' workmen

(a) To check timely payment of wage by the Contractors, attend wages payment site, witness wage payment and ensure Wage Registers are certified by the Retainer and HR Department of each unit on the payment days in each month and that notice of wage payment be displayed by each Contractor well in advance.

(b) Regular check and follow up must be done to ensure that Contractors pay the wages by the schedule time. A weekly report in this regard should be submitted to In-charges, HR Dept. of each unit.

(c) To check payment of other statutory dues to the workmen like bonus, leave encashment etc. and any other terminal dues as applicable. and maintain records.

4. Deposit of PF & ESI contributions by the Contractors'

(a) To ensure that Contractors deposit PF and ESI contributions regularly to the authorities in each month to the respective authorities by the 15th / 21st h of every month. 100% status report in respect of such compliances must be submitted latest by 30th of each month to the In-charges, HR Department of each Unit.

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

(c) To ensure that each Contractor complies with all the provisions of PF & ESI under their own PF code and ESI code as per statutes and all Nomination Forms and other forms are updated.

5. Obtainment of Labour License by the Contractors

(a) Check that Contractors engaged by the Company obtain / renew labour license, (if applicable) under Contract Labour (R&A) Act 1970 and accordingly maintain and update database.

6. Submission of Returns by the Contractors & Principal Employer

(a) Prepare and submit all the Monthly, Quarterly, Half Yearly, and Yearly returns under ESI, PF and Contract Labour (R & A) Act and Rules within the stipulated time limit and any other incidental work in order to ensure compliance by the principal employer under the above mentioned Act and Rules and other applicable labour laws.

(b) Ensure submission of all the Monthly, Quarterly, Half Yearly, and Yearly returns under ESI, PF and Contract Labour (R & A) Act and Rules within the stipulated time limit and any other incidental work in order to ensure compliance by the Contractors under the above mentioned Acts and Rules and other applicable labour laws.

7. Liaison with the statutory authorities

(a) Liaise and co-ordinate with Labour Commissioner's, PF, ESI and other authorities as also coordinate with the Contractors as may be required.

(b) To liaise with PF & ESI authorities to settle all the PF & ESI related cases and disputes.

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

8. MIS/Reports

(a) To update details of each Contractor through specified formats and on formats designed by the Retainer duly endorsed by respective HODs.

(b) Report on Commencement and completion of work of all Contractors to be ensured with necessary intimation to the Govt. Authorities concerned in form VI(A) [by the Contractors] & VI(B) [by the Principal Employer] as applicable under CL (R&A) Act 1970 & Rules thereof.

(c) Monthly report on compliance status in respect of Contractors' engaged in GRSE as per specific format to be submitted to Contract Labour Cell, HR Deptt., by 15th and 30th of the following month (*twice in a month*).

(d) Weekly Report on status of wages payment, deposition of PF and ESI.

- (e) Monthly Report on chronic defaulters (contractor) with details
- (f) Regular update on status of Labour License
- (g) Preparation of liability details of defaulting contractors, as and when required.

9. Temporary Gate /Permit Pass

(a) Processing of application of temporary permit pass of contract workmen in appendix-B after due checking of relevant documents e.g. Labour License, PF code, ESI code, and PF/ESI registration and other details of individual workmen.

(b) Maintain proper record of gate pass issued, renewed, cancelled in soft and hard copies.

10. Bill certification

(a) Maintain the records of incoming & outgoing bills by maintaining proper registers.

(b) On receipt of bills the retainer shall undertake verification on compliance of statutory provisions including payment of wages, contractors depositing PF and ESI contributions before respective Govt. Authorities and on being satisfied shall place the bills before the respective HR Deptt of the Units for certification, with updated status.

(c) The Retainer shall ensure that the entire verification be made without delay and the bills are handed over to the party duly acknowledged in a Register maintained at the Retainer's end for submission to Corporate Finance Dept. for payment.. The entire process should be completed within 03-05 days from the date of receipt of the bill.

(d) In case of noncompliance of statutes, the Retainer shall return the bills to the Contractor indicating noncompliance vide a letter duly signed by HR Dept. of respective Units with an advice to resubmit the bills on compliance thereof.

(e) Such process of bill certification to continue till any alternative measures are adopted.

11. All the records e.g. copy of license, wages register, PF/ESI codes, PF/ESI challans & ECR sheet, any correspondence with the / by the /related to the concerned contractor must be kept in separate file and should be scrupulously maintained.
12. Constant follow up with the contractors to ensure compliance within the stipulated timeframe.
13. Liaison with Contract labour unions and Contractor associations.
14. 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/06dated 20 May 06 and as may be circulated from time to time are scrupulously followed (enclosed in Annexure IA).
15. Jobs in relation to any arrear payments made by the contractor
16. Any other job which may be assigned by the Authorities from time to time incidental to contractors' workmen in relation to PF, ESI and other applicable statutory provisions, are to be meticulously monitored and ensured compliance. (e.g. jobs related to arrear payment of any earlier period, jobs related to PF/ESI prosecution of earlier period, assessment under Sec. 7A of PEPF & Misc. Prov. Act etc.)
17. To prepare an updated the Data Bank in respect of all Contractors and Contract Labourers. All records and data bank created and maintained by the Retainer shall be the property of GRSE and the Retainer must maintain absolute confidentiality of such documents. Soft and Hard copies of such documents/records must be handed over to the HR Department, GRSE on regular basis.

Annexure- IA

LIST OF JOBS TO BE PERFORMED BY THE RETAINER

(As Per Company's Guideline vide Order no. HR/CL/256/POL/06dated 20 May 06)

1. Maintain and up-date the "Register of Contractors" engaged in each Unit separately.
2. Collect attendance details of all Contract Labours against each Contractor on daily basis from Security Gate of the Unit and maintain their attendance sheet.
3. Check whether all the Contractors engaged by the Company are registered under Contract Labour (R & A) Act and up-date details about each Contractor in the specified formats.
4. To ensure that all Contractors obtain / renew License under the CL(R&A) Rules 1972 and maintain separate files to keep photo copies of Licenses, PF Codes, ESI Codes of the Contractors. The Retainer also will maintain files keeping copy of documents such treasury Challans etc., as proof of deposit of PF and ESI contributions by the Contractors.
5. Follow up and ensure that no wage period shall exceed one month and wages of every workman shall be paid within three days from the end of the wage period in case the wage period is one week or a fortnight and in all other cases before the expiry of the seventh day from the end of the wage period. Also ensure that Wage Register is duly certified by HR Deptt of the Unit concerned and notice of wage payment is displayed by each Contractor well in advance.
6. 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
7. 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.
8. Ensure that all eligible contract workmen are covered under ESI / PF Act and Schemes and correct deductions are made from their wages towards contribution of ESI and PF.
9. Ensure that all contractors maintain a Muster. Roll Register, Register of Wages, Register of Deduction, Register of Overtime, Register of Fines, and Register of Advances as per statutory provisions.
10. Prepare PF I ESI contribution statements of all Contractors in the first week of following month and submit the same through Unit HR Dept. to Corporate HR Dept. on or before 10th of every month for remitting the dues to the concerned Authorities.
11. Submit work commencement and completion related information to HR Deptt in respect of each contract work of the Contractors for all Units every month.
12. On receipt of bill copies from the respective HODs / PLs / Deptts. / Units the retainer shall undertake verification on compliance of statutory provisions including payment of wages, contractors depositing PF and ESI contributions before respective Govt. Authorities and on being satisfied shall place the bills before the respective HR Deptt of the Units for certification.

13. The Retainer shall ensure that the entire verification be made without delay and the bills are handed over to the party duly acknowledged in a Register maintained at the Retainer's end for submission to Corporate Finance Dept. for payment.
14. In case of noncompliance of statutes, the Retainer shall return the bills to the Contractor indicating noncompliance vide a letter duly signed by HR Dept. of respective Units with an advice to resubmit the bills on compliance thereof.
15. Regular check to be maintained to ensure that every Contractor engaged by the Company is maintaining various records as specified under the CL (R & A) Act and also related records in regard to PF, ESI and Minimum Wages Act.
16. To ensure that half yearly ESI Returns of all Contractors are submitted in time.
17. Ensure that the Challan copies against deposit of monthly contribution in respect of PF and ESI are submitted by the Contractors in HR Dept. by 20th of every month.
18. Ensure compilation of relevant data in connection with submission of Annual Return by the Principal Employer in Form – XXV.
19. Take special care to ensure implementation and compliance of Principal Employer's responsibility in association / guidance of HR Dept.
20. Ensure submission of a consolidated statement in duplicate towards statutory compliance in respect of Contract Labour engaged by Contractors of all Units within 25th of every month.
21. On being satisfied that statutory matters have been complied with by the Contractor, the Retainer shall certify on the Bills that "all the statutory provisions including deposit of PF, ESI and Wage Payment etc. have been complied with by the Contractor and Bill is processed accordingly". The Retainer, then will place the Bills before the respective HR Dept. of the Units for certification. HR Dept. on being satisfied will certify the Bills finally. The Retainer shall ensure that the entire verification be made without delay and the bills are handed over to the party duly acknowledged in a Register maintained at the Retainer's end for submission to Corporate Finance Dept. for payment.

Annexure – II

UNDERTAKING FORM (TO BE SUBMITTED ALONG WITH PART- I OF THE BID)

1. I / We hereby undertake to abide by the terms and conditions of the tender for contract to deal with contractors' matters of M/s Garden Reach Shipbuilders & Engineers Ltd. in respect of Main Works, FOJ Unit, 61 Park Unit, Taratala Unit, Belur Unit, TTC (Baranagar) and Rajabagan Dockyard Unit at the rates specified in the price bid in Annexure – V enclosed with the Tender in accordance with the instructions and specifications given in General conditions of the Tender document, including special condition of contract, if any.
2. I / We agree to commence execution with immediate effect or from subsequent dates as may be fixed by the Company.
3. I / We agree to deposit a total sum of Rs. 4,500/- (Rupees Four Thousand five hundred) only as Earnest Money deposit which will be adjusted towards security deposit in case the contract is awarded in my / our favour.
4. I / We agree to keep my / our offer open for acceptance for a period of 60 days from the date of opening of this Tender.
5. Should this Tender be accepted, I / We hereby agree to abide by and fulfill all the Terms and Conditions and Guidelines indicated and the "conditions of contract" and default thereof, to the forfeiture of my / our Security Deposit held with the Company.
6. A sum of Rs 4,500/- (Rupees Four Thousand five hundred only) is hereby forwarded through Demand Draft Nodate.....drawn on Branch in favour of Garden Reach Shipbuilders & Engineers Ltd., Kolkata as Earnest Money. Should I / We withdraw the offer before expiry of the validity period of the Tender or fail to commence and / or continue the said service on receipt of the letter of acceptance of my / our Tender, the Earnest Money converted as Security Deposit would be forfeited.
7. I / We am / are not related to any of the Officers of the Company
8. Copies of the current Trade Licence, Acknowledgement Receipts of submission of IT Returns of last three years and other Terms and Conditions as per the Tender document are enclosed. It is also hereby confirmed that under no circumstances, any revision in Rates shall be claimed by me / us during the subsistence / tenure of the contract.

9. I / We agree to indemnify and hold the Company harmless from any liability or penalty which may be imposed by the Central, State or Local Authorities by reason of violation of Labour Laws and Regulations. I / We also agree to indemnify and hold the Company harmless from all claims, suits or proceedings brought by my / our employees or by Third parties relating to this Tender / Contract.

10. I / We hereby declare that the Firm consist of qualified Accountants with the competency to certify various records / statements.

Date: Signature of the Bidder in full with Rubber Stamp and Date
List of enclosures: Name:
Designation:
Company's / Firm's Name:
Contact No.:
Address:

Annexure – III

DECLARATION FORM

1. We / I hereby declare that our Firm M/s.
.....
(Address).....
.....is having / not having own
PF and ESI Codes.

a) Firms having PF & ESI Code Numbers;
i) PF Code Number
ii) ESI Code Number
b) Firms not having their own PF & ESI Codes;
i) "I / We hereby declare that I /We will deduct PF & ESI contributions of our labourers from wages who are deployed on contractual engagement every month and deposit the PF contribution (Employer's & Employees') under Code No. WB / 301 (Un – exempted Category) of GRSE and ESI contributions (Employer's & Employees') under ESI Code No. 41 / 3771 / 71 of GRSE in each month and produce duly acknowledged copies of challans by the authorities concerned to the Retainer of GRSE for verification of compliance"

ii) "We also authorize GRSE Ltd. to retain the bills payable to us till we furnish the challans, depositing PF & ESI dues. GRSE is also authorized to deduct all such statutory dues from our bills in case of our continued default in depositing PF & ESI dues and deposit the same with the respective statutory authorities."

2. Our Labour License number / Date is..... and Labour License is valid up to (Date).....

3. I / We shall follow the Company's regulation on deployment of Contract labour and shall comply with the statutory provisions as envisaged under the CL(R&A) Act 1970 read with Central Rules, the Factories Act, 1948, West Bengal Factories Rules 1958, Bihar Factory Rules, 1950, EPF (MP) Act 1952, ESI Act 1948 and Minimum Wages Act and the Rules there under as applicable including payment of contributions (Employers & Employees) in respect of each of our workmen.

Place: _____

Signature of the Proprietor _____

Date _____

Name of the Proprietor _____

Stamp/Seal of the Firm _____

Annexure – IV**TENDER ENQUIRY NO. : HR/CL/256/RETAINER/2017/09/01 DATED 01SEP'17****PART – I TECHNO COMMERCIAL BID****(To be submitted with Tender Fees, EMD as applicable)**

Interested Bidder is requested to provide the following information which are required for Techno Commercial Bid

Name of the Firm/Company (in full) *	
Type of Firm / Company * (Proprietary / Partnership / Company)	
Name(s) of Proprietors / Partners *	
Office Address (with Tel. No. /Fax No./Website)	
Mobile No.	
E Mail ID	
Name of Contact person / Persons (with Designation)	
Date of commencement of establishment *	
Name of the Manager or Other Authorized Representative	
Details of facilities / equipment / accessories owned by the Tenderer required for providing services	
Weekly off day of the Firm / Company	
Category wise strength of employees engaged in your firm	
Income Tax and PAN No. *	
Income Tax acknowledge receipt of submission of IT Returns for last 03 (three) years *	
PF and ESI codes of the establishment (Copies of PF & ESI Code allotment letters, Copies of latest challans to be enclosed) *	
Details of Trade License (if any) * (No./Date of Issue/Validity)	
Vendor Registration no. (if any) *	
VAT Registration Details (if any)	

GST Registration Details *	
Details of Retainership/Consultancy services provided in respect of Management of Contractors' and Contractors; Workmen [Name of the Company/Clients with address, Nature of Service, Scope of work, Period, Details of the concerned contact person, Order Details (copy to be enclosed)] * (Details to be mentioned in separate sheet)	

A Bank Draft of Rs. 4500/- (Rupees Four Thousand Five Hundred only) towards Earnest Money deposit with following details is enclosed:

- a) Demand Draft No :
- b) Date :
- c) Name of the Bank :

I hereby declare that the above details are correct to the best of my knowledge and belief.

Date

Signature (With Seal) of the Tenderer / Retainer

Designation _____

Company's / Firms Name _____

Address _____

Telephone No / Cell No. _____

** Supporting documents to be enclosed*

- N.B: (a) Please attach Photo copies of relevant document in support of information.
 (b) Any other information deemed proper may also be attached.

Annexure – V

TENDER ENQUIRY NO. : HR/CL/256/RETAINER/2017/09/01 DATED 01 SEP'17

PART- II PRICE BID

I have understood and agree to abide by the contents of guidelines and general terms and conditions regarding Retainership for dealing with Contractors' matters pertaining to implementation of EPF & Misc. Prov. Act, ESI Act, Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Payment of Wages Act and other statues and allied matters for Contract Labours engaged in various units of GRSE Ltd. located in Kolkata. I also agree to accept Retainership as per the following rates:

<p>Rate to be charged for dealing with contractors' / contractors' labours matters as envisaged in the Guidelines and general Terms and Conditions and scope of work of the Tender enquiry no. HR/CL/256/Retainer/2017/09/01 dtd. 01 Sep'17 (Rate to be quoted in lump sum per month, excluding GST),</p>	<p>Rs..... (Rupees.....only)</p>
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I have enclosed a Demand Draft / Pay Order No.....datedfor Rs.4500/- (Rupees Four Thousand five hundred only) towards Earnest Money Deposit with the PART - I TECHNO COMMERCIAL BID.

The rate quoted is firm and will remain valid till completion of the contract. The price quoted above is excluding GST.

GST, if applicable, will be paid extra as per ruling rate.

Date

Signature (With Seal) of the Tenderer / Retainer

Designation _____

Company's / Firms Name _____

Address _____

Contact No. _____