

**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****Phoneदूरभाष: (033)2469-8100 to 8114 Extn. बिस्तार 648/639/ FAXफैक्स: (033)2469 8150****Web siteवेब: [www.grse.in](http://www.grse.in), E-Mailई मे [nandi.suchita@grse.co.in](mailto:nandi.suchita@grse.co.in) / [Ghosh.Soumen2@grse.co.in](mailto:Ghosh.Soumen2@grse.co.in)****CINसीआईएन: 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 Noनिविदा संख्या:	<b>CCS/HD/OT/contract.labour.statutory/E-116/N.ET-0868</b> <b>Dated: 12/10/2019</b>
Job Title कार्य का नाम:	<b>SPECIFICATION OF TECHNICAL REQUIREMENT FOR ENGAGEMENT OF CHARTERED ACCOUNTANT COST ACCOUNTANT/ HR CONSULTING FIRMS FOR MANAGEMENT OF ALL STATUTORY COMPLIANCES REGARDING CONTRACTORS &amp; CONTRACTORS' WORKMEN ENGAGED IN GRSE FOR A PERIOD OF 01 YEAR as per SOTR No: HR/CL/256/RETAINER11/2019-20 (Annexure I)</b>
Tender issuing Dept.बिभाग द्वारा जारी :	<b>CONTRACT CELL (CCS)</b>

**ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATESसमायावली की अनुसूची:**

<b>SCHEDULEसारणी</b>		
Pre Bid Meeting बोली-पूर्व बैठक		NA
Tender Due Date निविदा जमा की अंतिम तिथी	02/11/2019	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथी	05/11/2019	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	120 days from Tender due date	

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

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

**\* [The submission of EMD & Tender Fee, Security Deposit instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSME certificates by the firms. EMD shall be forfeited if it is found any bidder is furnishing wrong information/falls statement and adopting unethical means to qualify in this tender]**

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

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.nic.in">www.grse.nic.in</a> )
Annexure 3 संलग्नक-3	Format for - Bank Guarantee Format for EMD (please refer <a href="http://www.grse.nic.in">www.grse.nic.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	Technical Eligibility Format
Annexure 6 संलग्नक-6	Financial Eligibility Format
Annexure 7 संलग्नक-7	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 9 संलग्नक-9	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 10 संलग्नक-10	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 11 संलग्नक-11	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for SD (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 13 संलग्नक-13	Guide line for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 14 संलग्नक-14	Format for – Non Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 15 संलग्नक-15	Format for – Non Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> )

Annexure 16 संलग्नक-16	Check List Of Statutory Responsibility Of Contractor And Principal Employer
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**ARTICLE 4 अनुच्छेद-4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज :**

<b>Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज</b>		
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

- a. Registered Bidders with GRSE need not upload para 6 above if valid documents already submitted / available with GRSE Vendor Registration Cell.
- b. 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

Note: Above original Negotiable Instruments as stipulated, to reach to DGM (Contract), Contract Cell, GRSE, Main Works within stipulated period as indicated above 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 संविदाकार्यकाल-** The Contract shall be generally valid for 12 Months from the date of placement of Order/ LOA. However, GRSE may extend the contract period upto another 12 months with same terms and conditions after expiry of the initial contract period with mutual consent of the service provider (Contractor).

**(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 & equipment 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 be carried out within the tenure of Contract pending on the requirement.

**(D) Job Completion date / Period of Contract कायड र्िाप्ती शतथी/अनुिन्ध का र्िय** 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 & WARRANTEE 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 वृद्धी-**

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 basis.

**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 सूछ्म 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 Clause02 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 िापदंर् –  
19.1 QUALIFICATION CRITERIA OF MANPOWER**

**(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 1 PASSA trade.

- ii. All clerical personnel to be deployed should possess at least one (01) year experience as on 30 Sep 2019, in verifying all statutory compliances of contractors' in any CPSU or Govt. Organization or Large Private Company- engaging minimum 1,500 — 2,500 contractors' workmen per day.

**(b) Supervisor's Qualification**

- i. 01 qualified professional with at least 05 years' of post qualification experience in handling all statutory compliances by contractors' in organizations as detailed in the scope of work of SOTR.
- ii. Diploma in Computer Science / BCA / Hons. Graduate in any stream with certificate in Computer Applications.
- iii. Preferred Experience: Handling industrial disputes pertaining to contractors / contractors' workmen for minimum 03 years.

**19.2 ELIGIBILITY CRITERIA OF THE BIDDERS**

- i. The service-provider should have minimum 03 years' of continuous experience during last 05 years i.e. from FY 2014-15 to FY 2018-19, of working with any CPSU or Govt. Organization or Large Private Company for management of all statutory compliances regarding contractors and contractors' workmen. Such continuous experience of minimum 03 years' should be in any CPSU engaging minimum 1 ,500 contractors' workmen per day basis or any Govt. Organization engaging minimum 1,500 contractors' workmen per day basis or in any Large Private Company engaging minimum 1 ,500 contractors' workmen per day basis.
- ii. Service provider should have minimum 03 years' of continuous experience of verifying all statutory compliances by contractors' in organizations, as detailed at Para 1 (A) to (U) above. Firms having experience in dealing with industrial disputes pertaining to contractors / contractors' workmen will be given preference.
- iii. Signed copies of Appointment Letters / Agreements / Work Orders issued by any CPSU or Govt. Organization or Large Private Company and Performance Certificate for executing the work detailed at Para 1 (A) to (U) above, are required to be furnished along with the tender documents.
- iv. Firms must be having minimum Average Annual turnover of Rs.50 Lakh during the last 3 Financial Years i.e. from 2016-17 to 2018-19. (Self-Attested copies of

Annual Audited Profit & Loss Statement \* and Balance Sheets\* along with extracts of Audited Financial Statements in support of income or expenditures are to be attached with the tender documents. (**\*Provisional Profit & Loss Accounts and Balance Sheets will not be considered**).

- v. Chartered / Cost Accountant Firms must be registered with the Institute of Chartered / Cost Accountants of India for not less than 10 years as on 30 Sep 19. (Self-Attested copy of Registration Certificate issued by Institute).
- vi. In case of Private Ltd. HR Consulting firms, Certificate of Incorporation is required. For partnership HR consulting firm, the service provider is required to furnish Registered Partnership Deed and for proprietary firms.
- vii. Firms should possess good liaison with the Office of the Labour Commissioner (Central), Directorate of Factories, EPFO and ESIC authorities etc.
- viii. Firms must have either its registered office or branch office in Kolkata for at least last 05 (five) years as on 30 Sep 19.
- ix. The firms should be registered with the Government authorities such as GST, ESI, EPF, Service Tax, Income Tax and any other statutory authorities as required. Copies of each of the registrations certificates should be attached with the bid.
- x. The firm should not have suffered any financial loss during last three years.
- xi. The firm should not have been blacklisted by any Ministry/Company of the Government of India or State Government/Local Government Bodies/PSUs. The tendering firms/bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned during the last 05 (five) years as on 30 September 19.

#### **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, the same shall immediately brought to notice of GRSE Tendering Dept.in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract

for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

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 assume all safety related responsibilities 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 and instruction of the Engineer in-charge.
  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))/SM(NCM) (GRSE e-procurement) e-mail: [Bose.ParthaSarathi@grse.co.in](mailto:Bose.ParthaSarathi@grse.co.in) (Mob: 9433484780).
2. **E-mail Address for communication** संचार हेतु ई. मेल पता: Vendor to provide e-mail address & Mobile No. 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.grse.in/etender> or <https://eprocuregrse.co.in/nicgep/app>
- 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 HTML price bid 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 website 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 TENDERDOCUMENT
  - 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 / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. 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 EMD within 7 GRSE working days from the tender closing date.

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

**i. Security Depositप्रतिभूति 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	Units Approximate strength of contractors' workmen
Main	1450
FOJ	1300
RBD	650

61 Park	210
Taratalla	55
Total	3665

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 Submissionबिल 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 जुटाना :-**

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.

1. Verification of wages-registers of all contractors borne in Register of Contractors (Form — XII) within 10th of the following month. Non verification of 25% or below of contractors will attract penalty @ 1 %.
2. Sending compliance status reports twice a month to the In Charge Cont. Labour Cell. Non-compliance for each fortnight will attract penalty @ 1%.
3. Check labour-licenses of the contractors executing new orders or renewal of labour licenses within 07 days from application / issuance of labour license and submit report on monthly list of contractors whose license is due to expire within next 45 — 60 days.
4. Maintenance of unit-wise Registers of Contractors in Form - XII on monthly basis.
5. Submission of notice of commencement / completion of work (Form — VII) to the statutory authorities within 15 days,
6. Submitting monthly report to In Charge Cont. Labor Cell regarding details of contractors deployed in the previous month, their manpower strength, their compliance status etc.: within 20th of the following month.
7. In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the firm, Non completion of any of the above activities mentioned at para 8 (i) to (vi) above, within the laid down timelines will attract penalty not more than 5% of the monthly bill.
8. In case of any damage/ pilferage caused to the property of the Company due to mishandling, carelessness of the firm's personnel, the same shall be recovered from the firm adjusting the amount against their monthly bill.
9. The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the firm liable for strict penal action under the applicable laws besides action for breach of contract.
10. The firm shall be totally responsible for the conduct of the personnel engaged for the service. Any misconduct including frequent absenteeism, delay in reporting to duty, delay in submission of reports etc. will be viewed seriously and penalty will be levied @ 5% from the monthly bill.

11. In case of delay in reporting to duty by any of the engaged personnel for more than 3 days in a week will be charged with a penalty @ Rs. 200/- per head per day. In case of frequent absenteeism for consecutive 03 days at a stretch, the Service Provider will have to provide immediate temporary replacement within those 03 days failing which the Service Provider will be liable to pay penalty @ Rs. 500/- per head per day for the personnel for the total period of their absence.

**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 वृद्धि या प्रेषण शकरी भी परखती 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 & Monthly Pay-slip to be issued to the employee of the contractor.
- 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.

**. HARIHAR DAS  
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