

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 43/46, गार्डन रीच रोड, कोलकाता-700 024 Phone दूरभाष: (033) 2469-8100 to 8113 Extn. बिस्तार: 203/204/211, FAX फैक्स: (033) 2469 3932 Web site वेब: <u>www.grse.in</u> <u>CIN सी आई एन: L35111WB1934G0I007891</u>

#### **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 GeM tendering mode for the work package as per following bid document.

NIT No. निविदा संख्या :	SCC/AS/GeM/OT/Engaging CA/84 Date : 11.10.2021				
Job Title कार्य का नाम:	Engagement of Chartered Accountant / Cost Accountant / HR Consulting Firms for management of all statutory compliances regarding contractors & contractors' workmen engaged in GRSE for 01 year to be executed as per SOTR No: HR/CL/256/RETAINENGAGEMENT-I/2021-22 (Annexure I)				
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell, GRSE Ltd. Main Unit				

# COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS				
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिछेद 3 मे उदधृत)	<b>Not Applicable</b> [as the tender published in GeM Portal]			
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत)	<b>Not Applicable</b> [Bid Security Declaration to submitted]			
Security Deposit (SD) प्रतिभूति	3 % of Work Order Value (incl. of GST)			
PBG पी बी जी	Not Applicable			
Penalties परिनिर्धारित नुकसान	As per Enclosure - 7			
Billing Frequency बिल करने की अवधी	Monthly basis			
Evaluation of L1 एल1 का मूल्यांकन	Totality basis			

Note :- Bidders are not required to submit any amount as EMD / Bid Security in the form of any negotiable instrument against this tender. However in lien to that, a Bid Security Declaration has to be submitted as per format enclosed as Annexure-1 with the tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.

MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Bid Security Declaration.

Non-submission of Bid Security Declaration or a valid MSE certificate may lead to offer rejection.

ENCLOSURES ENCLOSED FORMING PART OF THIS TENDER AT GeM PROCUREMENT PORTAL ई-निविदा की संलग्नक प्रपत्र :- Please find also the specified enclosures as indicated below in GRSE website by clicking the link <u>http://www.grse.in/index.php/tender.html</u> and then click Enclosure Related to tenders of Sub-Contracting Activities.

Enclosure-1 संलग्नक-1	Instruction to Bidder (In GeM Procurement Portal)
Enclosure-2 संलग्नक-2	Pre-Qualification Criteria (In GeM Procurement Portal)
Enclosure-3 संलग्नक-3	Scope of Work (In GeM Procurement Portal)
Enclosure-4 संलग्नक-4	Special Terms & Conditions (STC) of the Contract
Enclosure-5 संलग्नक-5	Service Level Agreement (SLA) (In GeM Procurement Portal)
Enclosure-6 संलग्नक-6	Payment Terms (In GeM Procurement Portal)
Enclosure-7 संलग्नक-7	Penalties (In GeM Procurement Portal)
Enclosure-8 संलग्नक-8	Bill of Quantities (BOQ) (In GeM Procurement Portal)
Enclosure-9 संलग्नक-9	Fire & Safety Guidelines (please refer <u>www.grse.in</u> )
Enclosure-10 संलग्नक-10	Special condition of contract (please refer <u>www.grse.in</u> )
Enclosure-11 संलग्नक-11	Contractors Responsibility (please refer <u>www.grse.in</u> )
Enclosure-12 संलग्नक-12	General Requirement (please refer <u>www.grse.in</u> )
Enclosure-13 संलग्नक-13	Check List for Bill submission (please refer <u>www.grse.in</u> )
Enclosure-14 संलग्नक-14	PF, ESI declaration form (please refer <u>www.grse.in</u> )
Enclosure-15 संलग्नक-15	Format for - Bank Guarantee Format for SD (please refer <u>www.grse.in</u> )
Enclosure-16 संलग्नक-16	Format for - Bank Guarantee Format for PBG (please refer <u>www.grse.in</u> )
Enclosure-17 संलग्नक-17	Guide line for Bank Guarantee (please refer <u>www.grse.in</u> )

#### DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेजः

Self-Attested documents are to be scanned and uploaded with Part I of e-bid				
1	MSME/NSIC certificate to be submitted	Yes		
2	Bid Security Declaration as per Annexure-1A	Yes		
3	Documents meeting the Technical Eligibility Criteria as per format Annexure-2A	Yes		
4	Documents meeting the Financial Eligibility Criteria as per format Annexure-2B	Yes		

5	Self-certification for not having blacklisted as per eligibility criteria Annexure-2C	Yes	
6	PAN /TAN , GST, Labour License Certificate, Registration Certificate of the		
0	Company with ROC	Yes	
7	Copies of registration with PF, ESI Authorities	Yes	
8	Partnership Deed / Memorandum and the Article of Association of the firm	Yes	
0	confirming partners and lead partner	165	
9	Joint Venture Agreement / Memorandum of Understanding with Power of	Yes	
9	Attorney in favour of lead member.		
10	Government E-Market Place (GeM) registration certificate with Unique GeM	Yes	
10	Seller ID	103	

- Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO.
- The bidder should submit self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 years ending on 31.09.2021. The bidder has to submit self-certification for the same along with the techno-commercial offer. If any tender holiday was issued to the bidder prior to last 03 years, a letter of revocation from appropriate authority should be submitted along with techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated. Self-certification is to be submitted as per format attached at Annexure-2C is attached here.
- 1. Tenure of Contract संविदा कार्यकाल- The contract shall be of duration for 01 (One) Year from the date of placement of order. The contract period may be extended/reduced as per requirement of GRSE production schedule.
- 2. Mobilisation Period लामबंदी अवधी- 03 days from date of placement of LOA/Purchase Order will be given for commencement of work.
- **3.** Job Completion date कार्य समाप्ती तिथी Time is the essence of this Contract. The completion schedule will be communicated to the contractor by dealing officer before starting the job and the contractor has to complete the job within specified schedule. The contractor has to complete the job within specified time period.
- 4. JOB EXECUTION कार्य निष्पादन -Job is to be carried out strictly as per SOTR and in case of doubt, instructions of HR Dept. Main Unit are to be followed.
- 5. **PRICE** 핏준픽 The Total Price includes Minimum Wage, ESI, EPF, EDLI, Insurance, Other non-mandatory variables defined by the Buyer in the bid document, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any: Minimum Wage + ESI + EPF + EDLI + Insurance + Other non-mandatory variables defined by the GRSE (Annual Leave & Bonus) in the bid document + Admin Charges + GST (on the Minimum Wage, ESI, EPF, ELDI and Insurance component), which is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.

The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

#### 6. Financial Eligibility Criteria वित्तीय मापदंड -

Bidder should have average minimum Annual Turnover of **Rs.11 Lakhs** during last 03 (three) financial years ending with March 2020.

Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years need to be submitted in support of above requirement.

Format for Technical Eligibility Criteria in this regard has been attached to this document as **Annexure – 2B**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

# Financial Aspects of the Tender

1. The amount of minimum wages are bases on the prevailing rate of proceeding of the West Bengal administration vide Order No.1/16(3)/2021-LS-II dated.23 April 2021 which are subject to revision time to time.

Particular s	Minimum Rate wage per day (INR) (A)	EPF@13% (PF 12% + EDLI 0.5% + Admin Charge 0.5% =13%) on (A)	ESI @3.25% on (A)	Bonus@ 8.33% on (A)	Annual Leave@ 5% on (A)
(skilled ) Workmen	784	101.92	25.48	65.30	39.20

2. The category wise prevailing rate along with other components is here as under:

Minimum Wage per Month (i.e.26 days) (Including ESI, PF, ELDI, PF Admin Charge, and relieving charges if applicable) in INR

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

3 **NET WORTH:** Net Worth of the Bidder should be positive as per the last audited financial statement. Bidder's offer is liable to be rejected if they do not upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

- 5 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the Kolkata of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMIT**. Bidder's offer is liable to be rejected if they do not upload any of the certificates / documents sought in the Bid document for office address.
- 6 The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 7 The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 8 **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 9 The Contractor to whom the tender will be awarded has to submit a performance Guarantee for an amount of not less than 3% of the Contract Value in the form of fixed Deposit of Bank Guarantee, which will be refunded after one month the time of successful completion of the contract.
- 10 Any query /difficulty in understanding of SOR or other technical terms may be got clarified from Mr. Amaresh Kumar Lenka, SM (HR), Mobile No. 7763807691 e-mail: Lenka.Amaresh@grse.co.in / Mr. Shoumak Laha, MGR (HR), Mobile No. 9163331744, e-mail: Laha.Shoumak@gmail.com and for other query Archana Sharma, Manager (Contract Cell), Mobile No.8839457841 and email: Sharma.Archana@grse.co.in may be contacted, 48 hours before schedule.

# अगडेन रीच शिपबिल्डार्स एण्ड इंजीनियर्स लिमिटेड GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. (MINISTRY OF DEFENCE)

43/46, Garden Reach Road, Kolkata –700 024. CIN No. L35111WB1934G01007891 Fax: 2469-8150/8133 e-mail: *laha.shoumak @grse.co.in, lenka.amaresh@grse.co.in* 

GRSE LTD. / MAIN UNIT	SPECIFICATION OF TECHNICAL REQUIREMENT FOR ENGAGEMENT OF CHARTERED ACCOUNTANT / COST ACCOUNTANT / HR CONSULTING FIRMS FOR MANAGEMENT OF ALL STATUTORY COMPLIANCES REGARDING CONTRACTORS & CONTRACTORS' WORKMEN ENGAGED IN GRSE FOR A PERIOD OF 01 YEAR	HR/CL/256/RETAINERENGAGEMENT- I/2021-22 REV: NIL SHEET: 1-
Inspection: NA	PREPARED BY:  MGR (HR) /CL & IR/SR.MGR (ER) Date:	CHECKED BY: AGM (ER & A) Date:

# 1. DETAILED SCOPE OF WORK

The agency / firm will be required to perform the following activities:

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

(i) To collect attendance data in respect of all Contractors' Workmen deployed in Main, FOJ and RBD units from Contract Labour Management Software (CLMS) and Godrej access control system/FRS (Face Recognition System) or any other system in future.

(ii) For 61 Park and Taratalla Units, daily attendance data is to be collected manually from the contractors supervisors till any alternative system is installed and implemented.

# (B) MAINTENANCE OF REGISTERS, RECORDS & RETURNS

(i) To ensure that all contractors maintain the following registers as per The Contract Labour (Regulation & Abolition) Act, 1970 and The Central Rules, 1971 in respect of their workmen:

SI. 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		
05	Employment Card	Form – XIV	Contractor	
06	Service Certificate	Form – VIII	Contractor	
07	Wage-slip	Form – XIX	Contractor	
08	Annual Return (before 31 <sup>st</sup> Jan of the subsequent year)	Online Submission	Contractor	

(ii) To maintain the following registers, returns and display notices on behalf of Principal Employer:

(a) Register of Contractors in Form XII

(b) Online submission of Annual Return (before 31st January of the

subsequent year)

(c) Display of all tri-lingual notices showing rates of wages hours of work etc. to ALC (C) as per CI (R & A), Act, 1970, Payment of Wages Act 1936, Minimum Wages Act 1948, Payment of Bonus Act, 1965.

(iii) Maintaining 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 as per The EPF & MP Act 1952 and The ESIC Act 1948 i.r.o all contractors. Bank-statements and other related documents substantiating proof of payment towards earned leave, bonus, and retrenchment benefits to the contractors' workmen are to be preserved and maintained systematically.

# (C) WAGE-PAYMENT / OTHER STATUTORY PAYMENTS TO THE CONTRACTORS' WORKMEN

(i) To oversee timely payment of wages by the contractors, i.e, within 07<sup>th</sup> day of the following month, attend wages payment sites, visit

contractors' site-offices to witness wages payment, whenever necessary, and also to ensure verification of the Wage Registers (Form – B) with CLMS attendance and subsequent certification of the wages payment registers by the agency personnel and concerned unit HR Officers dealing with Contract Labour Cell for each month. Agency personnel are also required to cross-verify the attendances of contractors' workman with Attendance Register (Form – D) prior to certification of wages payment register.

(ii) Follow up with the contractors on regular basis to ensure that no wage period exceeds the statutory wage-period. It is also to ensure that notice of date of wages payment is displayed by each Contractor in their respective notice boards and wage-slips are given to each contractors' workmen at least 02 days' prior to the statutory date of wages payment by every contractor. Copies of wage-slips are to be submitted by every contractor along with their monthly wages payment registers and corresponding bank-statements which are to be

preserved by the agency for future references.

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

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

# (D) <u>TIMELY DEPOSITION OF PF & ESI CONTRIBUTIONS BY THE</u> <u>CONTRACTORS</u>

(i) To ensure that all 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 on weekly basis before sending the statutory compliance report to Finance Dept.

(ii) Ensure that all eligible employees are covered under The EPF & MP Act, 1952 & The ESI Act, 1946 and schemes / rules framed thereunder 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, (as applicable) as per the provisions under Contract Labour (R&A) Act, 1970 within the stipulated time and accordingly maintain and update the databases. The agency is also required to submit monthly a list of contractors whose license is due to expire within next 45 - 60 days and to follow-up with the concerned contractors for application / renewal / obtaining of fresh labour license.

# (F) <u>SUBMISSION OF RETURNS BY THE CONTRACTORS & PRINCIPAL</u> <u>EMPLOYER</u>

(i) Prepare and submit all the Half Yearly / Online Unified Annual Returns under The ESI Act, 1946,The Contract Labour (R & A) Act,

1970, The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Industrial Disputes Act, 1947, The payment of Bonus Act, 1965 i.r.o Main, FOJ, RBD, 61 Park, GRSE Bhawan, Taratalla, TTC, Baranagar units within the stipulated time limit, i.e, within 20 Jan of the following year.

(ii) In addition, the agency may be required to execute 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 as assigned from time to time..

# (G) LIAISON WITH THE STATUTORY AUTHORITIES

(i) Liaise and co-ordinate with the Office of the Dy. Chief Labour Commissioner (Central), Directorate of Factories (Govt. of W. Bengal) EPFO, ESIC and other such statutory labour enforcement authorities to settle all disputes related to wages payment, PF & ESI, attend conciliations, court-cases etc. and as also coordinate with the contractors, as may be required to settlement of such disputes / cases.

(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 regarding commencement and completion of work by all contractors (Form – VII as per The CL (R & A), Act, 1970) to be prepared and submitted on monthly basis to the respective unit HR Officers. The agency personnel are required to ensure submission of Form – VII to the Office of Asst. Labour Commissioner (Central) within 15 days of commencement / completion of a particular work order by the Contractors and by the Principal Employer, as applicable, under The CL (R&A) Act 1970 & Rules thereof.

(iii) Compliance status reports in respect of all contractors engaged in GRSE are required to compiled and submitted to In-Charge Contract Labour Cell, as per specified format, by end of each week for release of vendor's bills by Finance Department.

(iv) Report on chronic defaulting contractors with details of their liabilities to be submitted to In-charge contract labour cell by 30<sup>th</sup> day of every month.

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

(vi) Preparation and submission of contractor-wise, work-order wise, skill-wise deployment of manpower report from CLMS database to Incharge Contract Labour Cell or to respective unit HR Officers, on fortnightly basis or as and when sought by the Management.

# (I) PROCESSING OF GATE PASSES / RENEWALS / CANCELLATIONS

(i) Daily processing of applications for gate-passes / renewals / cancellations of contractors' workmen in the respective gate-pass formats within the stipulated timeline after verifying with relevant statutory documents of the contractor / contractors' workmen e.g. Labour License, PF code, ESI code, and PF/ESI registration nos. of each contract workman etc.

(ii) All records pertaining to issuance, renewal, cancellation of gate pass are to be scanned and uploaded in the system on daily basis and hard-copies of such documents are also to be preserved.

(iii) Creation and issuance of CLMS photo ID cards to the contractors' workmen within the stipulated timeline of 48 hours.

(J) Copies of labour-licenses, wages register, supporting bank-statements, PF& ESI challans & ECR sheets, bank statements substantiating proof of bonus, earned leave payment, documents related to industrial disputes, conciliation proceedings etc. and any correspondence with the / by the /related to the concerned contractor must be kept in separate files, should be scrupulously maintained and to be furnished to the Management, when required.

(K) To follow-up with the contractors to ensure compliance of all applicable statutory provisions within the stipulated timeframe.

(L) Liaise and interact with different Contract Labour Union representatives in the respective units and representatives from the Contractors' Associations on

regular basis to maintain harmonious industrial relation inside the Company.

To ensure that all provisions as laid down in Company's guidelines on (M) administration of Contract labours as circulated vide Order no. HR/CL/256/POL/06 dated 20 May 2006. Circular No. HR/CL/Statutory/Amdnt./01/2020 dated 13 Jan 2020 and Circular on Standard Operating Procedure on gate entry / exit under CLMS promulgated vide no. HR/CL/256/01/2020 dated 14 July 2020 and any other Circular / Orders / Notices as may be circulated from time to time are to be scrupulously followed.

(N) Any other additional job assigned from time to time which are incidental to ensuring statutory compliances by the contractors in relation to wages payment, remitting contribution towards 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) Entering contractors' workmen data into CLMS database software, checking to ensure accuracy of data that has been put into the system and preparing photo identity card of the contractors' workmen in coordination with the Access Control Service Provider.

(P) To prepare and submit an updated muster report on unit-wise, workorder-wise and contractor-wise deployment of skilled and unskilled contractors' workmen on fortnightly basis or as sought by the concerned authorities / respective departments from time to time.

(Q) To strictly comply with data integrity and security policies of the Company.

(R) To co-ordinate with the contractor's personnel for preparation / compilation and onward submission of any type of report and information to the Management. The agency's onsite supervisor, will be solely responsible for submission of such reports to the Management.

#### (S) ADDITIONAL REQUIREMENTS

(i) Creating data backups as part of a contingency plan.

(ii) Maintaining of existing / new database such as contractors' profile,

their workmen profile, database relating to contractors' workmen attendances etc. in accordance with the CLMS and access-control database and updates in CLMS software.

(iii) To provide necessary contractors' workmen data to Safety Department and to co-ordinate with Safety Department to impart safety training to the contractors' workmen.

# 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 and supervisor may be required to undertake the work specified under DETAILED SCOPE OF WORK at Para 1 above:

SI. No.	Units	Nos. of Manpower
01	Main	03 + 01 Supervisor
02	FOJ	02
03	RBD	02
04 61 Park & Taratalla		01
Total		09

# 3. ELIGIBILITY CRITERIA

# 3.1 Eligibility Criteria of the Bidder

(i) The service-provider should have minimum 03 years' of continuous experience during last 05 years as on 30 Sept.2021 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 above organization engaging minimum 2,000 - 2,500 contractors' workmen per day basis .

(ii) Minimum 03 years' of continuous experience during last 05 years, as on 30 Sep 2021 for verifying all types of statutory compliances by contractors' in organizations, as detailed at Para (i) above. Firms having good knowledge and experience in dealing with industrial disputes, attending conciliation proceedings, handling statutory inspections made by various Central / State Govt. labour enforcement authorities, handling inspections by PF & ESIC authorities pertaining to contractors / contractors' workmen will be given preferences.

(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 (S) above, are required to be furnished along with the tender documents.

(iv) Cost / Chartered Account Firms must be registered with the Institute of Chartered /Cost Accountants of India for not less than 10 years as on the last date of submission of this RFP. (Self-Attested copy of Registration Certificate issued by the Institute to be furnished.)

(v) Firms should possess good liaison with the Office of the Labour Commissioner (Central), Directorate of Factories (State of W. Bengal), EPFO and ESIC authorities etc.

(vi) Firms must have either its registered office or branch office in Kolkata for last 05 years.

(vii) The firms should be registered with the Government authorities such as GST, ESI, EPF, Service Tax, Labour and Income Tax authorities concerned and a copy of each of the registrations is required to be attached with the bid.

(viii) The firm should not have been blacklisted by any Ministry/Company of the Government of India or State Government/Local Government Bodies/PSUs etc. 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.

# 3.2 Eligibility Criteria of the Personnel

# (a) **<u>Clerical Personnel</u>**

(i) Higher Secondary or equivalent from any board 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.

Additional requirement: Persons having knowledge in handling Contract Labour

Management Software (CLMS) or any other similar contract labour software to be given preference.

(ii) All clerical personnel to be deployed should possess at least one (01) year experience as on 30 Sep 2021, in verifying all types statutory compliances of Contractors' and their workmen in any CPSU or Govt. Organization or Large Private Company - engaging minimum 2,000 - 2,500 contractors' workmen per day basis.

# (b) Supervisor's qualification

(i) 01 qualified professional with at least 05 years' of post-qualification experience in handling all statutory compliances by contractors' and their workmen under various Acts in organizations as detailed in the eligibility criteria of the Bidder.

(ii) Diploma in Computer Science / BCA /BBA / Post Graduate Diploma in Personnel Management / Hons. Graduate in any stream with certificate in computer applications.

#### Preferred Experience

i) Sound knowledge in dealing with database management system/software based solution related to statutory compliance management, attendance management of contractors and their workmen or any other similar system.

(ii) Handling industrial disputes, attending conciliation proceedings under Central / State Govt. labour enforcement authorities pertaining to contractors / contractors' workmen etc.

# 4. Vendor's Scope of Supply

# (a) <u>Materials & Consumables</u>

(i) Desktop PCs with Dongles				
Main	_	01 + 01		
FOJ	-	01 + 01		
RBD	-	01 + 01		
61 Park & Taratalla	-	<u>01 + 01</u>		
<u>Total</u>	-	04 PCs + 04 Dongles		

(ii) All consumables such as A4 / A3 size papers, pen / pencil, eraser, rulers, calculators, liquid ink, stamp-pads, stamps, files, registers, staplers with pins, liquid whitener, highlighters, lamination papers, papers for creating CLMS photo ID cards etc. are to supplied by the agency.

(iii) All types of cartridges, rollers etc. and such other stationery items required for 04 PCs, 04 Laser Printers, are to be provided by the agency as per requirement. The agency will be responsible for supply

of these items in case of any automation is installed in 61 Park and Taratalla units, in future.

# (b) Facilities & Infrastructure

Firm to provide internet connection (dongles) and mobile phone recharge facilities for their personnel deployed in different units.

# **GRSE SCOPE OF SUPPLY**:

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

# 5. <u>WDC</u>

(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	2000
FOJ	800
RBD	600
61 Park	210
Taratalla	60
Total	3670

The strength of the contractors' workmen given above is indicative and may vary by 25% - 30% 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 once a week 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.

# 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. <u>DELIVERY SCHEDULE</u>

Job Starting Date: From the date of placement of Purchase Order / LOA Mobilization Period: Within 03 days from placement of Purchase Order / LOA.

# 8. <u>PENAL PROVISIONS</u>

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 not more than @ 5% of the monthly bill:

(i) Verification of wages-registers of all contractors borne in Register of Contractors (Form – XII) within  $10^{th}$  of the following month. Non- verification of 25% or below of contractors will attract penalty @1%.

(ii) Sending compliance status reports once a week to the In-Charge Cont. Labour Cell. Non-compliance for each fortnight will attract penalty @ 1%.

(iii) 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.

(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.

(vii) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the firm, Noncompletion 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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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 06 days at a stretch, the Service Provider will have to provide immediate temporary replacement 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.

#### <u>Annexure – 2A</u>

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

#### 1. Name of the Bidder:

- 2. Job Description:
- 3. <u>Tender Reference:</u>

#### **Details of Executed relevant jobs :**

SI. No	Description of Executed relevant jobs	Order No. & Date (Supporting soft or, hard copy to be submitted)	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order	Work completion certificate Ref. No. & date (Supporting soft or, hard copy to be submitted)
1								
2								
3								
4								
5								

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:

#### FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

- 1. Name of the Bidder:
- 2. Job Description:

#### 3. Tender Reference:

#### A. Financial Data for evaluating Financial Eligibility :

SL. No.	Financial Years	Turn Over (Rs. In Lakhs)
1	2019-20	
2	2018-19	
3	2017-18	

#### B. Detail of Solvency certificate:

R	eference no. of certificate	Name of bank, Branch	Amount of Solvency (Rs.)

(Signature of Authorized Representative)

Date:

Name:

Designation:

<u>Note</u>: *i*) Audited reports for above FY to be submitted as supporting documents. *ii*) Banker's letter confirming solvency to be submitted as detailed in Article-19

#### FORMAT OF SELF-CERTIFICATION FOR DECLARATION

(To be submitted in Company's Letterhead)

1. Name of the Bidder:

Date:

- 2. Job Description:
- 3. <u>Tender Reference:</u>

#### Sub: SELF-CERTIFICATION

Dear Sir,

We hereby declare that M/s.
neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations. We declare that there is no criminal/economic fraud case is pending or contemplated against us.

2. We further declare that in case violation of declaration is detected at any stage of tender Process and during currency of contract, the order will be terminated.

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation: