

PD/WC/51/04/2011

14 December 2011.

Sub: Supply of 6 Nos. of Skilled Elevator Operators on Hire basis- reg.

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We wish to hire Skilled Elevator Operators to operate elevators in Shipyard.

The detailed specifications for hiring of the Elevator Operators are given in the **Annexures.**

You are requested to submit your competitive quotation for supply of the Skilled Elevator Operators as per the specifications, which should contain price schedule enclosed herewith keeping the statutory requirements vide condition 8 in view, and the rates shall be valid for the period of contract. Conditional tenders will not be entertained. **The last date for receipt of tenders is 22-12-2011 at 12.00 P.M. and the tenders will be opened on the same day 3.00 P.M.** The quotation shall be in a sealed cover vide condition 5.1 in view, and addressed to The Manager (P& IR), Hindustan Shipyard Limited, Gandhigram (PO), Visakhapatnam – 530 005 and submitted the same at tender room situated at Main Purchase Department, please.

Yours faithfully

Specification for hiring of Skilled Elevator operators for operation of Elevators in Ship Building Yard of HSL.

1. Scope:

The scope covers supply of Elevator operators for operation of Elevators by hiring necessary skilled personnel.

2. Working Conditions:

2.1 The Elevator operators to be supplied by contractor are required to operate the elevators in holds of ships and building dock area etc. For this purpose all necessary safety precautions and insurance coverage shall be arranged by the contractor. All the required safety appliances for his workmen shall be arranged by the contractor. They are required to ensure uninterrupted operation of Elevators even during lunch/dinner breaks in two shifts ( E 1 & E 2 ) normally and if necessary in E 3 shift.

The timings of the shifts are as under:

0700 hrs to 1545 hrs (1200 hrs to 1245 hrs lunch recess) E1 Shift

1500 hrs to 2300 hrs (1930 hrs to 2000 hrs dinner recess) E 2 shift

2200 hrs to 0600 hrs (E 3 shift)

2.2 They are required to work on Sundays and Holidays also, and the rates quoted by the contractor shall cover the same.

2.3 In case the Elevator operators are to work on Sundays the operator has to be allowed to avail SH with in three days (either preceding or succeeding week).

3. Details of work to be carried out:

3.1 The Elevator Operators of the contractor are required to operate the Elevators as per the direction of the user departments, usually by way of hand signals given from ground. Hence, they should have good eyesight and knowledge to follow the hand signals.

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3.2 The Elevator Operators are to report to the Concerned Engineer of HSL for taking necessary instructions regarding elevators to be operated every day, at the beginning of the shift.

4. General:

4.1. The Elevator Operators employed by the contractor shall have relevant experience and shall be below 40 Years of age, preferably.

4.2. The contractor who are having similar type of experience i.e. Manpower supply, the contractor should submit the proof of their past experience in similar manpower supply to HSL or to any organizations.

4.3. Payment of Minimum Wage Rates as notified by Regional Labour Commissioner (Central), Regulation of Factories Act and other Statutory Acts like EPF & MP Act, ESI Act, CL (R & A), etc. in force in the area of work and as amended from time to time are applicable for this contract and the contractor is responsible for compliance of the same and the payment PF, ESI, leave wage, holiday wage, ex-gratia etc. on the minimum wage are also complied y the contractor besides submitting a proof to HSL on every month. Thus while quoting the rate, contractor shall take into consideration of all the parameters.

4.4. The contractor should submit copy of the allotment of PF/ESI code numbers issued by the statutory authorities.

4.5. The contractor shall be solely responsible for redresal of grievances and or resolutions of disputes relating to the manpower deployed and see that the work entrusted to be in progress. Failing which proportionate rate of wage with applicable penalitaies to be deducted in the bill.

4.6. The whole work may be split up between two or more contractors or accepted in part and not entirely to consider expedient.

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4.7. HSL can terminate the agreement by giving a notice of one month without assigning any reason.

4.8. HSL reserves the right to terminate the contract at any point of time in case of unsatisfactory performance. The decision of the HSL shall be final & binding.

4.9. HSL shall not be responsible for any damages, losses claims, financial 'or' other injury to any person deployed by the contractor during the course of their executing the services, for payment towards any compensation.

4.10. It will be the responsibility of the contractor to meet other transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. HSL will have no liability in this regard at any stage.

4.11. It is also the responsibility of the contractor to pay the service tax, if any, as may be amended from time to time. The service tax will be reimbursed as per the statute against proof of payment.

## 5. TENDER PROCEDURE

5.1 The tenderer should submit their tender in two bid system failing which the tender will be liable for rejection. All the technical matters Earnest Money Deposit cover, testimonials credentials, commercial conditions including taxes and duties if any have to be mentioned and enclosed to the enclosed proforma (i.e. Annexure-IV) in a sealed envelop duly subscribing the envelop as cover-1 (i.e., technical bid). Price has to be mentioned separately both in figures and words as per format at Annexure-II and enclosed in a separate sealed envelop duly superscribing the envelop as cover-II (i.e., price bid) both the envelops i.e., cover-I cover-II are to be enclosed in another sealed envelop duly addressing to the M (P&IR), M/S Hindustan Shipyard Limited., Gandhigram, Visakhapatnam-530 005 and super scribing the envelop with tender No. and due date of tender.

5.2. Corrections, if any in the entries made by you must bear the dated initials of the signatory to the tender documents.

Contd.....4.

5.3 The tenders if received late, will not be considered for acceptance.

5.4 The contractor is required to examine all instructions, terms and specifications in the tender document failure to furnish all or any of the information required as per tender document or submission of the tenders not substantially responsive to the tender documents in every respect will be at the contractor's risk and may result in rejection of the tender.

5.5 In case, the date fixed for opening of tenders is subsequently declared as holiday by the government of India, the revised schedule will be notified. However, in the absence of such notification, the tenders will be opened on next working day, time and venue remaining unaltered.

5.6. The tenders shall be opened in the tender hall situated at Main Purchase Dept. by the concerned officers. If the contractor or their authorized representative who wish to be present at the time of opening of tenders, authorization letter to this effect shall be submitted by the contractor before they are allowed to participate in tender opening.

5.7 On tender opening day, first the technical bids (Covr-I) shall be opened. The price bids (Cover-II) shall be opened of the qualified tenderers only. The date of the Price bids opening will be informed to the tenderers.

5.8 If there is a discrepancy between words and figures, the amount in words shall prevail.

5.9 HSL can terminate the agreement by giving a notice of one month without assigning any reason.

Contd.....5.

6. EARNEST MONEY DEPOSIT

6.1. EMD should be paid by way of a crossed demand draft In Favor or M/S Hindustan Shipyard Limited for Rs. 5,000/- before submission of tender. The contractor shall enclose the DD in a separate sealed cover secured properly to the top of sealed cover containing the tender for the work the cover containing EMD will be opened first. Any tender submitted without EMD will not be opened.

6.2. If the successful contractor withdraws the tender or fails to deposit the amount of security deposit within the period, the earnest money will be forfeited.

7 Period of Contract:

7.1. The period of contract for supply of Elevator Operators is for a period of six months and extendable for a further period with applicable minimum wage rate, terms and conditions subject to satisfactory performance and requirement.

8. Rates:

8.1 The contractor shall indicate the rate per head per shift of 8 hrs. per day (as per the enclosed Price Schedule Proforma (At Annexure-II)). HSL shall pay the Minimum wage rate keeping the statutory requirements (vide condition 4.3)

9. Requirements:

Tentatively the contractor shall supply 3 Elevator Operators in E-1 shift and 3 Elevator Operators in E-2 shift. If required, elevator operators shall be supplied in E-3 shift, Sundays and Holidays also for which advance notice would be given. The exact requirement and also if any additional requirement of operators would be confirmed 24 hours in advance. Payment will be made only for actual strength of elevator operators supplied. A contact person with mobile No. to be made available for indicating the changes in requirement.

Contd.....6.

10. Payment of Bills:

The contractor shall submit the bill immediately on completion of month duly certified by concerned Engineer/Dept. head of HSL. Payment shall be made only to the contractor and on monthly basis as per actual supply of manpower. The contractor shall maintain necessary EPF & ESI records and submit necessary documents regarding payments made for the period of billing.

11. Performance:

11.1. The performance of the employees of the contractor shall satisfy the concerned/Supervising Engineer of HSL. Otherwise the contractor shall change his employees as per the recommendations of the concerned Engineer.

11.2. Any damage caused to the property of HSL due to negligence of the employees of the contractor shall be made good by the contractor, at his cost.

12. Safety:

12.1. The contractor has to ensure that the workmen engaged by the contractor report to the workspot with all relevant personal protective equipment like Boiler suits, Helmets, Safety Shoes, Safety Belts etc.

12.2. The representatives of principal employer i.e. HSL will be vested with the authority of sending the workmen out of the workspot if they do not wear the personal protective equipment.

13. Bank Guarantee:

The contractor has to submit a Bank Guarantee for an amount equivalent to one month hire charges of 6 Nos. Elevator Operators issued by any Nationalized Bank keeping the validity period of the Bank guarantee for one year from the date of awarding the contract.

Contd.....7.

14. Force Majeure:

The performance in whole or in part by either party of any obligation under this contract is prevented or delayed if at any time, during the continuance of this contract by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God ( Herein after referred to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Manager (P&IR) as to whether the supplies have been so resumed or not, shall be final and conclusive.

15. Arbitration:

All disputes between the parties shall be referred to the sole Arbitration of the Chairman and Managing Director, Hindustan Shipyard Ltd., or a person to be appointed by the Chairman and Managing Director. The award of the arbitrator shall be final and binding subject to the provisions of the Indian Arbitration and Conciliation Act 1996.

16. Jurisdiction:

The enforcement of the terms of the contract as well as all the transactions entered into by the Contractor shall be deemed to have taken place within the jurisdiction of Visakhapatnam, where our Shipyard is situated notwithstanding the residence or place of business of the contractor or supplier.

17. HSL reserves the right to accept, reject or cancel the tender party or fully without ) without assigning any reasons thereof.

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PRICE SCHEDULE

Category of manpower supply	Minimum wage payable rate per person per 8 hrs. shift in Rs.	Service tax	Additional amount for supply of Elevator Operator per shift of 8 hrs. per day in Rs._____ (in figures and words)
Skilled Elevator Operator	*----- (Rs.359-12 Ps. w.e.f.01-04-2011)	Service tax will be reimbursed as per statute against proof of payment.	

\*The minimum wages including statutory liabilities shall be paid by the HSL as amended from time to time by Government. The Contractor need to quote only the additional amount for supply of manpower which is inclusive of all and the same is fixed for entire period of contract.

Certified that I have quoted the above additional amount inclusive of all Government taxes (except service tax) as levied by Government of India/State Government from time to time and I am agreeable to the terms and conditions of the Tender Schedule.

1) Minimum wage rate as per Annexure III - Rs.\_\_\_\_\_

2) Plus additional amount towards supply of Elevator Operators on hire basis  
Per day, profits, overheads, etc. - Rs.\_\_\_\_\_  
Per head per day.

Total Amount (i.e. 1 + 2) - Rs.\_\_\_\_\_

3) Indicate if Service Tax applicable or not -

Signature of the Contractor with seal.

Annexure-III

DETAILS OF MINIMUM WAGE AND STATUTORY PAYMENTS FOR SKILLED,  
( w.e.f. 01-04-2011).

Skilled Category.

S.No.	Details	Rate
01	Minimum Wage	273.00
02	Paid Holiday	7.00
03	Leave with wage	15.75
04	Ex gratia	11.21*
05	E.P.F	38.10
06	E.S.I	14.04
07	Labour Welfare Fund	0.02
	Total	359.12

Note :\* Ex-gratia taken on ceiling amount of Rs.3,500/- per annum basis, please.

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Annexure - IV

Documents required to be enclosed by the contractor along with the proforma and put in Cover-I (i.e. Technical Bid):

S.No.	Required Document	Confirm enclosed
1	The contractor who is having similar type of experience - i.e. Manpower (Elevator Operators, Crane Operators, Mobile Cranes, etc.) supply, the contractor should submit the proof of their past experience in similar Manpower supply to HSL or any organization.	
2	Copy of the allotment of PF code number issued by the statutory authorities.	
3	Copy of the allotment of ESI code number issued by the statutory authorities.	
4	Copy of Income Tax clearance certificate.	
5	Copy of PAN card of organization/contractor.	
6	Copy of Service Tax certificate.	
7	Latest copy of Labour License issued by ALC (Central)	
8	Copy of Registration Certificates with HSL/State Govt..	
9	Any other certificates as per labour laws. 1. 2. 3. 4.	

Signature of the Contractor/Bidder with seal