

Sub: Supply of 15 Nos. of Semi-skilled Riggers/Splicers on Hire basis-reg.

We wish to hire Semi-skilled Riggers/Splicers to work in DD&SR (Rigging Section) at Shipyard.

The detailed specifications for hiring of the Riggers/Splicers are given in the **Annexures**.

You are requested to submit your competitive quotation for supply of the Semi-skilled Riggers/Splicers 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 27-12-2011 at 12.00 P.M. and the tenders will be opened on the same day at 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 Riggers/Splicers (Semi-skilled category) to work in DD&SR (Rigging Section) at HSL.

1. Scope:

The scope covers supply of Riggers/Splicers to work in DD&SR (Rigging Section) by hiring necessary Semi-skilled personnel.

2. Working Conditions:

2.1 The Riggers/Splicers to be supplied by contractor are required to work in DD&SR (Rigging Section). 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 cranes 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 Riggers/Splicers are to work on Sundays the Riggers/Splicers have 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 Riggers/Splicers of the contractor are required to work in the DD&SR as per the directions of the user departments. The Rigger/Splicers should have good eyesight and swimming ability..

3.2 The Rigger/Splicers are to report to the Concerned Engineer of HSL for taking necessary instructions regarding works to be carried out every day, at the beginning of the shift.

4. General:

4.1. All the Riggers/Splicers 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 (i.e. any tradesmen), the contractor should submit the proof of their past experience in supply of tradesmen to HSL or 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 of PF, ESI, leave wage, holiday wage, ex-gratia etc. on the minimum wage are also complied by the contractor besides submitting a proof to HSL on every month. Thus while quoting the rate, contractor shall take into consideration of all the rs parameters.

4.4. The contractor should submit copy of the allotment of PF/ESI code numbers issued by the statutory authorities. And also the Service Tax certificate if applicable.

4.5. The contractor should submit the copy of Income Tax clearance certificate, copy of PAN card of organization/contractor, copy of Registration Certificates and all or any other certificates as per labour laws.

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. Failure which proportionate rate of wage with applicable penalties to be deducted in bill.

4.6. The whole work may be split up between two or more contractors, if required.

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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 (At Annexure-IV) in a sealed envelope duly subscribing the envelope as cover-I 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 envelope duly superscribing the envelope as cover-II i.e., price bid both the envelopes i.e., cover-I & cover-II are to be enclosed in another sealed envelope duly addressing to the Manager (P & IR), M/S Hindustan Shipyard Limited., Gandhigram, Visakhapatnam-530005 and super scribing the envelope with tender No. and due date of tender.

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

5.3 Your tender if received late will not be considered for acceptance.

5.4 The tenderer 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 tender 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 (Cover -I) shall be opened. The price bids (Cover –II) shall be opened of the qualified tenders only and the price bid opening date will be informed later to the tenderers.

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

5.9. L-1 shall be decided based on the additional amount quoted in price bid.

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6. EARNEST MONEY DEPOSIT:

6.1. EMD should be paid by way of a crossed demand draft In Favor of M/S Hindustan Shipyard Limited for Rs. 20,000/- (Rupees twenty thousand only) before submission of tender. The contractor shall enclose the DD in a separate sealed cover secured properly to the top of sealed cover-1 (i.e. technical bid) 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 Riggers/Splicers (Semi-skilled) is for a period of two years and extendable for a further period with same rate (i.e. applicable minimum wage), terms and conditions subject to satisfactory performance and requirement.

8. Rates:

The contractor shall indicate the additional amount per head per day (as per the enclosed Price Schedule proforma (At Annexure-II)). HSL shall pay the Minimum wage keeping the statutory requirements (vide condition 4.3).

9. Requirements:

9.1 Tentatively the contractor shall supply 15 Riggers/Splicers in E-1 shift. If required, Riggers/Splicers shall be supplied in E-2 and E-3 shifts, Sundays and Holidays also for which advance notice would be given. The exact requirement and also if any additional requirement of Riggers/Splicers would be confirmed 24 hours in advance. Payment will be made only for actual strength of Riggers/Splicers supplied. A contact person with mobile No. to be made available for indicating the changes in requirement.

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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.

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13. Bank Guarantee:

The contractor has to submit a Bank Guarantee for an amount equivalent to one month hire charges of 15 Nos. Riggers/Splicers issued by any Nationalized Bank keeping the validity period of the Bank guarantee for 2 years from the date of awarding the contract.

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 as events), neither party shall be responsible of such events and be entitled 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.

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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 partly or fully without assigning any reasons thereof.

PRICE SCHEDULE

Category of manpower supply	Minimum wage payable rate per head per day of 8 hrs. shift in Rs.	Service tax	Add PLUS additional amount towards supply of Riggers/Splicers, profit, overheads, etc. per head per day Rs. _____ (in figures and words)
Semi-Skilled Riggers/Splicers	*----- (i.e. present rate is Rs.309.51 ps.) as on 01-04-2011.	Service tax will be reimbursed as per statute against proof of payment if applicable.	

*The minimum wages including statutory liabilities shall be paid to the contractor as amended from time to time, by HSL. The Contractor need to quote only the plus additional amount for supply of manpower towards profit, overheads, etc. and this add plus amount will be fixed for the entire contract period.

Certified that I have quoted the above additional amount towards Riggers/Splicers, profit, overheads, etc. i.e. 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 Riggers/Splicers on hire basis per day, profits, overheads etc. per head per day. - Rs. _____

Total amount (i.e.1 + 2) - Rs. _____

3) Indicate if Service tax applicable or not -

Signature of the Contractor/Bidder with seal.

Statement of Semi-skilled Minimum Wage Rate of Central Government with effect from 01-04-2011.

<u>S.No.</u>	<u>Description</u>		<u>Rate per day</u>
			Rs. Ps.
1.	Minimum Wage	-	234.07
2.	Holiday Wage	-	6.00
3.	Leave Wage	-	13.50
4.	Ex-gratia *	-	11.21
5.	PF on Item 1 & 2 only @13.61%	-	32.67
6.	ESI on Item 1,2&3 @ 4.75%	-	12.04
7.	Labour Welfare Fund	-	0.02

	Total		309.51

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

Annexure - IV

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

S.No.	Required Document	Confirm enclosed
1	The contractor who are having of experience in supply Riggers/Splicers and any Manpower 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 if applicable.	
7	Latest copy of Labour License issued by ALC (Central)	
8	Copy of Registration Certificates.	
9	Any other certificates as per labour laws. 1. 2. 3. 4.	

Signature of the Contractor/Bidder with seal