

C.A.No: SE (M)/CONT/ 63 / 2011-12

**HINDUSTAN SHIPYARD LIMITED
(A Government of India Undertaking)
Gandhi gram:: Visakhapatnam-530 005 (India)**

OFFICE OF THE SUPERINTENDING ENGINEER (M)

Name of work: - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 (**Annual contract**).

COMPOSITION

Sl.No.	Contents	From	To
1	Composition page	1	
2	Tender forwarding letter	2	4
3	Appendix-"A"	5	6
4	Tender Notice	7	8
5	List of items of work and rates	9	10
6	Form of Tender	11	
7	Schedule-A	12	13
8	General Specifications	14	-
9	Particular specification and some of conditions of contract	15	17
10	Conditions and General Description of contract	18	-
11	Amendments to tender documents	19	
12	Finally Agreed conditions	-	-
13	Acceptance letter	-	-
14	Agreement	-	-
		Total pages	19

M. K. V. Lakshmi

Signature of Contractor
Date:

Exe. Engineer (CONT)
For ACCEPTING OFFICER

C.A.No. SE (M)/CONT/ 63 /2011 - 12

Phone: 9493792397, 2428 & 2864

HINDUSTAN SHIPYARD LIMITED
(A Government of India Undertaking)
Gandhi gram: Visakhapatnam-530 005:: India

OFFICE OF THE SUPERINTENDING ENGINEER (MAINTENANCE)

SE (M)/CONT/ 3109

Date: 03.10.2011

- - - - -
- - - - -

Dear Sir(s)

Sub:- Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**.

Tender documents together with Annexure-I & II are forwarded herewith.

Please furnish along with your tender a sum of Rs.6,200/- as Earnest money deposit by way of Demand draft obtained in the name of Hindustan Shipyard Ltd., Visakhapatnam from scheduled Bank payable at Visakhapatnam. Alternatively you may also furnish a Bank Guarantee Bond towards EMD from scheduled Bank in the proforma enclosed as Appendix-A to the tender in favour of Hindustan Shipyard Ltd., Visakhapatnam. Fixed deposit Receipts / cheques will not be accepted. The EMD shall be furnished in a sealed cover and the same shall be attached properly to the cover-I of tender.

Please ensure submission of quoted tender in two-cover system. Cover I Techno-commercial bid and Cover-II price bid as per details mentioned in Annexure-I enclosed. Please note that the Cover-I shall contain the Acceptance / willingness of Bidders for all the conditions put forth by HSL. The price bids (cover-II) of those tenderers who are accepted all the conditions put forth by HSL as per cover-I will only be considered for opening at a later date.

Please note that the date of receipt of tenders is up to **14.00 hours on 28.10.2011**. The tenderers shall submit the following in the main cover along with separate EMD cover.

Cover- I : Techno- commercial bid containing tender document, tenderers previous experience and acceptance for all the conditions put forth by HSL together with Annexure-I & II

Cover-II: Price bid, containing prices quoted on schedule-A

The EMD cover & Cover-I will be opened immediately after 14.30hours on due date. The Cover-II price bids of the qualified bidders will be opened at a later date after due intimation to all the qualified bidders. The tenderers who have accepted all terms and conditions put forth by HSL including the specific terms and conditions given in Annexure-II without putting any other conditions and who have furnished EMD will only be considered as qualified bidders

Yours faithfully,

M. K. V. Lakshmi

Encls: Tender documents together with Annexure I&II

ANNEXURE_I

Details of two cover system: The tender shall be sent in one cover containing two separate covers and these two covers shall be super scribed as cover-I and cover-II respectively. These two covers shall be addressed to the Superintending Engineer (M), Hindustan Shipyard Ltd., Visakhapatnam-5 and sealed properly. The tenderers shall write clearly on the respective covers as under:

Cover-I: - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**. - **Techno-commercial bid**

Cover-II : - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**. - **Price bid**

Main cover: - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**.

The main cover containing Cover-I and cover-II along with the attached cover towards EMD shall reach the Superintending Engineer (Maintenance) ,Hindustan Shipyard Ltd., Visakhapatnam-5 before 14.00hours on due date of opening of tender.

Contents of Cover-I (Techno-commercial bid):-

- i) The cover-I shall contain complete set of tender documents and submit proof of their past experience in similar works executed during last three years.
- ii) A letter of confirmation from the tenderers that all the terms and conditions of tender together with specific terms and conditions are acceptable to them.

Contents of cover-II-Price bid: The cover-II shall contain schedule-A with their quoted rates.

Note: The tenderers are requested to initial / sign each every page of tender document and also requested to make initial in the circular stamp wherever it appears.

System of opening the tender:

- i) On the day of opening only the cover containing EMD and the cover-I (Techno-commercial bid) will be opened but cover-II (price bid) will not be opened. All the sealed covers of cover-II pertaining to various tenderers will be put inside one big cover and sealed in the presence of the tenderers of their authorized representatives who are present at the time of opening. The date of opening of price bids (cover-II) will be intimated later.
- ii) The telegraphic offers will be treated as defective, invalid, rejected, only detailed complete offers received as specified above prior to the closing time and date of the tender will be taken as valid.

Costs and expenses: All costs and expenses associated with the preparation and submission of tenders shall be borne by the tenderer.

Amendments: Any amendments to the tender documents will be issued in writing to all the tenderers by the office of the Superintending Engineer (Maintenance). All such amendments shall form part of the tender documents.

This letter shall be signed and returned along with the tender documents (to be placed in cover-I – **Techno-commercial bid**)

The following requirements shall be strictly complied with:

- 1) Corrections, if any in the entries made by you, must bear the dated initials of the signatory to the tender documents.
- 2) The tender shall be accompanied by a certified true copy of the power of attorney of the signatory of the tender documents. If the tender is submitted on behalf of a firm, it must be signed either by all the partners or a person holding a valid power of attorney from all the partners, constitution the firm. The person signing the tender on behalf of another a partner or on behalf of a firm shall attach with the tender a proper power of Attorney duly executed in his favour by such other person or by all the partners stating that he has authority to bind such other person or the Firm, as the case may be, in all

matters pertaining to the contract including the Arbitration clause. Even in case of firms which have already granted power of Attorney to an individual authorizing him to sign tenders and contract documents on behalf of the firm and in pursuing of which tenders are being signed, by such persons as a routine fresh power of Attorney duly executed in his favour by all the partners of the firm, as the case may be, to the conditions relating to Arbitration clause should be submitted with the tender .

3) In case you are submitting a blank tender you are requested to indicate it by Word 'BLANK' written prominently on the envelope and duly signed by you.

4) a) Tenderers claiming exemption from payment of EMD shall obtained approval from the company, before submission of their tender and enclose original approval of the company granting exemption from payment of EMD in a separate cover attached to their tender offer.

b) Tenderers not furnishing EMD or exemption letter along with their tenders will not be allowed to be present at the time opening of tenders, apart from not opening of their tenders.

c) On acceptance of tender, the Hindustan Shipyard limited, may accept a Bank Guarantee. Bond from any scheduled Bank approved by the Accepting Officer in lieu of cash security deposit of the accepted amount. This bond shall be executed on the form approved by the Accepting Officer.

d) In the event of his tender not being accepted, the earnest money will be released to him. In respect of the accepted to tender, the earnest money will be released on submission of security deposit.

5) Please note that the tender documents pertaining to the above work has been issued to you subject to production of latest valid income tax clearance certificate along with the tender documents of not already furnished.

6) In view of the postal and other delays, it is suggested that the tender be sent by a special messenger if necessary or posted sufficiently in advance of the due closing date and time fixed for receipt of tenders. It may please be noted that no cognizance will be given to telegraphic quotations.

7) Your tender if received late, will not be considered for acceptance.

8) Tenderers may please be note that no further correspondence or offers would be entertained after opening, of the tenders.

9) Your tender shall remain open for acceptance for a period of three months from the date of which it is due to be submitted.

10) This letter shall be signed and returned along with the tender documents and it shall form part of the tender documents.

Yours faithfully,



Exe. Engineer. (CONT)

Signature of Contractor.

Date:

C.A.No: SE (M)/CONT/63/2011-12

ANNEXURE - II

SPECIFIC TERMS AND CONDITIONS

Name of work:- Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**.

TO BE FURNISHED IN SEALED COVER –I

1. The Tender is to be carried out in two bid system.
2. The tenderer should submit proof of their past experience in similar works executed during last three years.
3. The work is to be carried out as per Schedule-A particular specification and as directed by the Engineer's Representative and the contractor shall have to accept the specification and conditions and General Description of contract and other terms etc., given in tender documents in addition to the above specific terms and conditions.

ACCEPTED THE ABOVE TERMS
AND CONDITIONS

Signature of contractor
Date



Exe. Engineer (CONT)
For Accepting officer.

C.A.No. SE (M)/ CONT /63 /2011-12

Sl. Page No.

APPENDIX-A

On Stamp paper of Rs. 100 /-

HINDUSTAN SHIPYARD LIMITED

Date:

VISAKHAPATNAM 530 005

Dear Sir,

Tender for the work of - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**

**In consideration of your having waited, at the request of M/s-----
---of the cash deposit of Rs----- (Rupees-----only) which
they are required to make to you by way of earnest money in connection with
the above tender, we-----Bank, -----hereby under
take on behalf of M/s/ Sri-----to pay you on
demand draft and without any demur the said sum of Rs----- (Rupees-----
-----only). Notwithstanding anything contained
hereinbefore, our liability under this guarantee is restricted to Rs.-----
(Rupees-----only) our guarantee will expire on -----
unless a demand or claim in writing is presented to us within six months from
the date of expiry of this guarantee, all your rights under the said guarantee
shall be forfeited and shall be released and discharged from all liability under
this guarantee thereafter. We hereby under take not to revoke this guarantee
during its currency except with your previous consent in writing and agree that
any change in constitution of the said contractor or our Bank shall not
discharge our liability.**

Dated this

day of

200

Yours faithfully,

Bank

C.A.No. SE (M)/ CONT / 63 /2011-12

Phone: 9493792397, 2428 & 2864

HINDUSTAN SHIPYARD LIMITED
(A Government of India Under taking)
Gandhi gram: Visakhapatnam-530 005: India

OFFICE OF THE SUPERINTENDING ENGINEER (MAINTENANCE)

Date: 03.10.2011

TENDER NOTICE

Sealed Tenders are hereby invited **in Two bid system** from approved class of contractors who are having similar experience, EPF code no , ,minimum wage, Service tax, income tax and sales tax registration etc., only for the following works:

Sl.No	Name of work	EMD Rs. Ps.	Cost of tender documents in Rs.	Completion Period	Date of opening of tender
(1)	(2)	(3)	(4)	(5)	(6)
1)	Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 (Annual contract)	6,200/-	200/-	12 (twelve) months	28.10.2011

2. (i) Date of issue of Tender documents

From 04.10.2011 and up to Date of opening of tender

(ii) The Tenders will be received up to 14.00 hours on Date of opening of tender **and the same will be opened at 14.30 hours on same day at tender room situated outside the Main purchase department, Hindustan Shipyard Limited, Gandhi gram (PO) Visakhapatnam-530 005.**

(iii) Maintenance period 1 (one) month from the date of completion of the work.

3) Contractors who are not enlisted with HSL have to enclose enlistment certificates from Govt.Agencies / Public sector undertakings wherein they have enlisted. The certificate and details of works done during the last two years mentioning the address of the officer-in-charge for the works have to be enclosed.

4) Special Instructions: The tenderer should submit their tender in two bid system failing which the tender will be liable for rejection. The tenderer should submit proof of their past experience in similar works executed during last three years.. All the technical matters Earnest money deposit cover, testimonials, credentials, commercial conditions including taxes and duties if any have to be mentioned and enclosed in a sealed envelop duly subscribing the Envelop as cover-I i.e., Technical bid. Price has to be mentioned separately both in figures and words and enclosed in a separate sealed envelop duly super scribing the Envelop as cover-II i.e., Price bid. Both the envelops i.e., Cover-I & Cover-II and EMD cover are to be enclosed in an another sealed envelop duly addressing the superintending Engineer(M), M/s.Hindustan Shipyard Ltd.,Gandhigram, Visakhapatnam - 530 005 and super scribing the envelop with tender Number and due date of tender opening.

- i) Cost of tender documents shall be paid by a crossed demand draft or cash deposit chalna (counter foil) drawn in favour of M/s Hindustan shipyard limited. The cost of tender documents is not transferable/ refundable under any circumstances.
- ii) Tenderer should quote the rates in figures as well as in words against all items of work in the schedule of prices. The amount for each item should be worked out and the requisite totals be indicated.
- iii) Tender documents should be signed and the rates in words should be filled in English only.
- iv) Tender documents will not be issued on the date fixed for opening of tenders.
- v) EMD should be paid by a crossed demand draft drawn in favour M/s Hindustan shipyard limited. Before submission of tender. The tenderer shall enclose the draft 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.
- vi) The contractor whose tender is accepted will be required to deposit a sum equivalent to 5% of accepted contract sum (inclusive of EMD) as initial security deposit by DD / Public securities / Bank guarantee within seven days of notification of the acceptance of his tender. This money will be treated as part of security deposit. The balance amount necessary to make up 10% of the accepted contract value will be deducted from the running bills progressively. The total security deposit will be released after the expiry of maintenance period stipulated for the work.
- vii) The acceptance of tender will rest with the Superintending Engineer (Maintenance) who does not bind himself to accept the lowest tender, and reserves himself the authority to reject any or all of the tenders received without assigning any reason.
- viii) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, which resort to canvassing, will be liable for rejection.
- ix) Tenders containing conditions of uncalled for remarks will not be accepted.
- x) The contractor should read the specification and drawing carefully and supply all the information required under the specification.
- xi) The whole work may be split up between two or more contractors or accepted in part and not entirely, if considered expedient.
- xii) If the successful tenderer withdraws the tender, or fails to deposit the amount of security deposit within the period specified or fails to take up the work within the specified period, the earnest money will be forfeited.
- xiii) Tenders which do not fulfill any of the above conditions or incomplete in any respect are liable to summary rejections.
- xiv) M/s HSL reserves their right to allow to the Public Enterprises price preference facilities as admissible under the existing policy.
- xv) This tender notice is also placed on the HSL website [www. hsl .nic .in](http://www.hsl.nic.in)



**EXE . ENGINEER (CONTRACTS)
HINDUSTAN SHIPYARD LIMITED.**

Signature of contractor

(LIST OF ITEMS OF WORK AND RATES)

Name of work:- Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**.

GENERAL DIRECTIONS AND PREAMBLE

1. The tenderer shall price the Schedule-A strictly based on the items of work listed hereinafter.

All items of work included in the schedule-A shall be deemed to cover for supply of all materials, processes, operations, and special requirements and fixing complete except where specifically mentioned otherwise in the description of item.

2. The quantities inserted in Schedule-A are approximate. The work will be measured on completion and the contractor will be paid for on the actual measurements of work certified by the Engineer.

3. The method of measurement adopted in Schedule-A broadly conforms to that followed in the Indian Standard Method of Measurement of Building works (Revised) IS-1200-1964 print except where specifically mentioned otherwise in the preamble or the description of the items of schedule -A. In case of conflict, the provisions in the Schedule-A shall supersede those in Indian Standard Method of Measurement of Building.

4. The Schedule-A shall be read in conjunction with the specification, drawings, and conditions of contract, and these documents are jointly explanatory of the works included in the contract.

5. If any item of work has not been covered in the specification such items of work shall be executed as described in the CPWD Standard Schedule of specifications 1977, which is available in the Superintending Engineer (Maint) office for reference.

6. UNIT RATES: The contractor shall calculate his own details and insert his unit rate and amount against each item of Schedule-A under columns 5 and 6 respectively. The total of Schedule-A is not firm but will be treated as the "Contract sum". The aforesaid unit rates shall be based on the description of items in Schedule-A specifications and drawings attached herewith. It is an express condition of this contract that the rates quoted by the contractor in the tender for various works shall be deemed to include for the full, entire and final completion of the items of works in accordance with the provisions of the contract. The company will not entertain any claim whatsoever on account of inaccuracies/ misunderstanding if any, in the above said rates.

7. If on check there are differences between the rates given by the contractor in words and figures or in the amount works out by him, the following procedure shall be followed.

7.1.1. Where there is a difference between the rates in figures and in words, the rates that correspond to the amounts works out by the contractor, shall be taken as correct.

7.1.2 When the amount of an item is not worked out by the contractor and it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

7.1.3 When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

8.1. The work is to be executed in the premises of Hindustan Shipyard/colony. It is an express condition of this contract that the work shall be carried out without disturbing or dislocating or obstructing the activities of the shipyard/shipyard colony. The contractors will be required comply strictly with the requirements and his tendered rate shall be deemed to include for all such precautions and extra work necessitated as double handling of materials which is not specifically described or itemized in this schedule.

8. 2. The contractor shall progress the work on site in such a that no hindrance and/or injury is caused to other agencies working in the area, and without causing any damage to the existing structures, equipment, property, etc., in the vicinity. The contractor will be required to work in close liaison with other contractors working in the area.



Exe. Engineer (CONT)

Signature of contractor
Date

C.A.No. SE (M)/ CONT /63 /2011-2012

FORM OF TENDER

Name of work: - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**

To,
The superintending Engineer (M)
Hindustan shipyard limited.
Gandhi gram,
Visakhapatnam-530 005
Dear Sir,

Having examined the drawings, conditions of contract specifications and Schedule-A and Schedule-B for the above named work. I/we hereby offer to construct and maintain the Whole of the said works in conformity with the said drawings. Conditions of contract specification and Schedule-A and Schedule-B for the sum of Rs.------(Rupees-----only) or such other sum as may be ascertained in accordance with the said conditions hereto annexed

I/we hereby undertake a complete the whole of the works comprised in the contract with in 12 (twelve) months from the date of handing over site to us.

A sum of Rs 6,200/- has been deposited as earnest money. If I/we fail to keep the tender open as stipulated in the tender documents or make any modifications in the terms and conditions of the quoted tender which are not acceptable to you, I/we agree that you shall, without prejudice to your other rights and /or remedies, be at liberty to forfeit full value of the said earnest money absolutely. If my/our tender is accepted and should I/we fail to commence the work from the date of written order to commence or should I/we do not deposit the full amount of security deposit as specified in clause 3 of conditions and general description of contract, the full value of without prejudice to your other and /or remedies.

Unless and until the formal agreement is prepared and executed, the tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive

Witness:-----
Address:

Yours faithfully,

(Signature of contractor)

SCHEDULE-A

Name of work : - Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 **(Annual contract)**

Notes:

- i) The Repairs & maintenance shall be done in the E1 shift timings
- ii) Necessary tools, equipment like brooms, mops, scrappers, baskets, buckets, wheel barrows etc shall be arranged by the department and contractor's scope of work is only to deploy men and organization of Repair/maintenance as specified in the contract. All the swept materials shall be conveyed and dumped in the nearest dust bins. Specific places as directed by the engineer.
- iii) If in any area, the work is required to be carried out beyond normal hours, proportionate additional rate would be paid for. Any other general repair work in the colony/ respective area is to be carried out satisfactorily without any extra claim as directed by the department
- iv) In case cleaning of any area is not satisfactory, proportionate amount will be disallowed from the bills as assessed by the Engineers representative which is final and binding.
- v) Rate quoted by the contractors is towards labour charges for carrying out the Repair & maintenance job as provided in the schedule items satisfactorily by deploying men as required.
- vi) A daily log sheet indicating whether the contractors have completed satisfactorily the Repair & maintenance works, under relevant schedule item certification is to be given to this effect by sanitary inspector/ concerned officers, which forms basis for payment per day for the particular schedule item on day to day basis.
- vii) The contractor's scope of work is for providing necessary labour including arranging supervision to ensure cleaning of the areas satisfactorily as per the contract.
- viii) The workmen working in these areas are preferably to be utilized.
- ix) The minimum wages as amended from time to time by Govt. is to be paid to the labour by the contractor and the enhanced minimum wages are to be paid to the contractor by HSL. The contractor should carefully quote for the work keeping in view of the points mentioned above. No claim what so ever of the facts will be entertained under any circumstances.

Sl · N O	Description of Item	Unit	Qty (Approx)	Rate (Rs)	Amount (Rs)
1	Supply of Skilled labour for attending to routine minor repairs on masonry, carpentry and plumbing works in town bungalows of C&MD bungalow, Varuna park (four bungalows) and Neo nest (two bungalows) which are not susceptible for measurements complete all as directed by engineer.				
	a) Supply of skilled labour (Carpenter-1no and mason-1no =300 days*2 = 600 mandays)	Each day of 8 hours	600.00		
	b) supply of unskilled labour (1no helper)	Each day of 8 hours	300.00		

Total

Details of Minimum Wage & Srarutory Payments for Skilled, Semi-skilled and Unskilled Labour are given here Under. (*) Revised rate w.e.f 01.04.2011 as ascertained verbally from M(P&IR) Section., Since written communication is yet to be received.

Sl. NO	Details	Skilled labour	SemiSkilled Labour	Unskilled labour
1	Minimum Basic wage (*)	273.00	234.07	205.92
2	Paid Holiday	7.00	6.00	5.28
3	Leave with wage	15.75	13.50	11.88
4	Exgratia	11.21	11.21	11.21
5	E.P.F	38.11	32.67	28.74
6	E.S.I	14.05	12.04	10.60
7	Labour Welfare fund	0.02	0.02	0.02
	Total	359.14	309.51	273.65

C.A.No. SE (M)/CONT/ 63 /2011-12

**HINDUSTAN SHIPYARD LIMITED,
(A Government of India undertaking)
Gandhi gram:: Visakhapatnam-5**

SPECIFICATIONS

**PART-I
GENERAL SPECIFICATIONS**

It is hereby agreed that the printed " General Specifications Part-I of Hindustan Shipyard Limited, comprising 11 pages including amendments thereto form part of this contract and I/we agree to abide by the conditions therein, which I/we have read and understood, and my / our signature amounts to my/ our having signed the above referred "General Specifications-Part-I" as forming part of this contract.

Note: The General Specification Part-I of contract can be seen in the Office of the Superintending Engineer (M) , Hindustan Shipyard Limited., Visakhapatnam on any working day during Office hours



Signature of the contractor
Date: _____

EXE. Engineer (Contracts)
for ACCEPTING OFFICER

C.A.No. SE (M)/CONT/63/2011-12

PARTICULAR SPECIFICATION

1. LOCATION: The work is to be carried out at Town bungalows in HSL.

BRIEF SCOPE OF WORK: The scope of Supply of skilled and unskilled labour for attending to R&M works at Town bungalows during the year 2011-12 (**Annual contract**) is as follows:

2. Supply of Skilled labour for attending to routine minor repairs on masonry, carpentry and plumbing works in town bungalows of C&MD bungalow, Varuna park (four bungalows) and Neo nest (two bungalows) which are not susceptible for measurements complete all as directed by engineer.

a) Supply of skilled labour (Carpenter-1no and mason-1no =300 days*2 = 600 mandays)

b) supply of unskilled labour (1no helper=300 days*1 = 300 mandays)

3. The contractor will be fully responsible for any pilferage tampering or misuse of any Shipyard materials or equipment by any of their employees and will be required to make good the loss or damage so occasioned besides other consequential action viz., penal action/ termination of contract.

4. General terms and conditions:

i)The work is to be executed in the production area .It is an express condition that the work shall be carried out without disturbing or dislocating or otherwise obstructing the activities of shipyard. The contractor will be required to comply strictly with all the requirements and his quoted rates shall be deemed to include for all such precautions and extra work necessitated like double handling of materials which is not specifically described or itemized in the schedule.

ii)The contractor shall progress with the work in such a way that no hindrance and/or injury is caused to other agencies working in the area and without causing any damage to the existing structures, equipment, property etc., in the vicinity and to work in close liaison with other contractor agencies working in the area.

iii)The intending tenders shall inspect the sites and make themselves familiar with the site conditions before submitting their tenders. No claim consequent on misunderstanding whatsoever of the facts stated shall be entertained.

iv)The rates quoted by the contractor shall be deemed to include for the full entire and final completion of the items of work in accordance with the provisions of contract. The company will not entertain any claim whatsoever on account of inaccuracies/misunderstanding if any, in the quoted rates.

v) The work is to be carried out on all the working days of shipyard. If the work is required to be carried out on Sundays/ Holidays permission has to be obtained from the concerned authority.

5. The contractor shall engage the skilled workman who has experience and exposure to work at higher levels roofing and cladding woks.

6. Quantities are approximate. During the execution of work actual shall only be measured (some items may be deleted/added and paid and the contractors shall have no claim whatsoever reason may be on accounts of variation in schedule quantities deletion of items.

7. Period of Completion: The period of completion of the work is 12(twelve) Months from the date of commencement as indicated in work order.

8.The contractors quoted rates shall include for the existing/income tax, Central Excise duty, Sales Tax and all other taxes/duties and as amended from time to time by the State/Central Government.

9. Insurance: The contractor should invariably take risk insurance for all the workmen engaged in work as well as the third party insurance in addition, the contractor has to comply with all the safety regulations in force and comply with the same and use all safety equipment etc. The quoted rates of contractor shall include for all risk insurance policy and workmen's compensation policy and third party insurance policy and all safety regulations.

10. Safety: The contractor shall make all necessary provisions and arrangements for safety of men at work viz., safety belts and proper safety of the workmen as stated in safety and prevention guideline. The rate quoted shall be deemed to include cost of these safety measure and contingencies. The entire work should be done at heights raising from 10M to 15M . All the safety norms / precautions must be taken.

11. Employees State Insurance Scheme: The contractor should note that all the workmen who are drawing wage up to Rs.3000/- per month are to be covered under this section.

Contribution to be made:-

a) Employees contribution @ 1.75% of the wages(except conveying allowance and washing allowance)

b) Employees contribution @ 4.75% of the wages(except conveying and washing allowance)

The ESI contribution (both employer's contribution and employees contribution) are to be remitted in prescribed challans in any one of the approved branches of State Bank of India on or before 31st of the succeeding month.

12.All the regulations of Acts that are in force in the area i.e., Factory Act including EPF & ESI Act, Income tax, Sales Tax Act, service tax, as amended from time to time are applicable to this contract and the same shall be strictly observed by the contractor. The procedure to be followed regarding E.P.F is given in Annexure-'A'

13. Unless otherwise specified in this tender, the materials and workmanship shall be as per CPWD 1977 specifications and as per relevant I.S.Standards.

M. K. V. Lakshmi

Signature of Contractor
Date. _____

EXE. ENGINEER (CONTRACTS)
For ACCEPTING OFFICER

SOME OF THE CONDITIONS OF CONTRACT:

Amount of the security to be retained Till end of the maintenance period	: 10% of the contract sum 5% Security deposit in the form Of Bank Guarantee and 5% In cash through bills.
Amount of compensation for delay	1% of the contract sum every Week the work is unfinished beyond due date of completion Subject to a maximum of 10% of the contract
Period of maintenance	1 (one) month from the Date of completion of work
Terms of payment	1} value of work done less 5% Retention towards security deposit. 2) 75% of value of the materials Supplied as per clause 62 of Major agreement form.
Time of completion of job	12 (twelve) Months from the date of handing over site.

Service charges

Water supply Free of cost for drinking purpose

Note: In the event of any discrepancy between the above and the conditions and the General Description of contract" the provisions in the former, shall be deemed to take precedence over the latter.

M. K. V. Lakshmi

**EXE. ENGINEER (CONTRACTS)
FOR ACCEPTING OFFICER**

SIGNATURE OF CONTRACTOR
DATE:

C.A.No. SE (M)/ CONT/ 63 /2011-12

MAJOR AGREEMENT FORMS

(CONDITIONS & GENERAL DESCRIPTION OF CONTRACT)

It is hereby agreed that the printed "conditions and General Description of contract" of Hindustan Shipyard Limited., comprising 22 pages including amendments there to form part of this contract and I/ we agree to abide by the conditions therein, which I/ we have read and under stood, and my / our signature hereunder amounts to my/ our having signed the above referred "conditions and General Descriptions of Contract" as forming part of this contract.

Note: The conditions and General Description of Contract can be seen in the Office of the Superintending Engineer (M), Hindustan Shipyard Limited., Visakhapatnam on any working day during Office hours.



SIGNATURE OF CONTRACTOR

Date: _____

EXE. ENGINEER (CONT)
for ACCEPTING OFFICER.

AMENDMENT

Please carryout the following amendments to the tender documents:

Sl.No.	Location	Amendments
1.	Printed conditions and General Descriptions of contract (Major agreement forms)(Clause-57 contract prices)	In addition to the taxes etc., mentioned in Clause-57, the quoted rates shall be deemed to include sales tax on works contracts as Govt.of Andhra Pradesh ordinance no.16 of 1985.
2.	Adoption of CPWD specification	Unless otherwise specified, the work shall be carried out as per CPWD specification
3.	Payment of minimum wage	The contractor shall invariably procedure clearance from HSL labour office workmen cell to the effect that the labour working under him for the contract works in HSL are paid the wages as stipulated by the commissioner of Labour Government of A.P.without which bills cannot be paid.

Add:- At the end of clause 11.3.2. of General Specification of part-I kept in SE(M) office HSL the following are to be added;

11.3.3. The contractor should maintain all the relevant records like employment register, attendance register, wage cum acquaintance register ,PF eligibility register etc., and they should produced for inspection to HSL management and P.F. Authorities on demand at any time/

11.3.4. In the wage register the contractor should clearly indicated the P.F recovery in respect of his eligible workmen with clear totals of wages paid PF recovered etc.,

11.3.5. The contractor should furnish a certificate every month regarding number of men covered under EPF Act with a list of such workers, PF amounts remitted with requisite challans as proof of remittance to the Engineer or his authorized representative. The Engineer/his authorized representative will certify the above and forward the same to the personnel department of HSL to furnish certificates and for sending the same to Finance Department for passing of the bills.

11.3.6. If on verification, there is difference with regard to the amount to be remitted and amount actually remitted the difference will be recovered from hills of the contractor as security against PF liability.

11.3.7. If it is found the contractor has not remitted any amount towards PF an amount equivalent in 34% of the wage component of the eligible employees will be deducted from his bills as Security against PF liability, wage means basic plus D.A and other retaining allowances for which PF is to be calculated and paid.

11.3.8. If the contractor failed to maintain the required registers as per the statute of fails to produce them for inspection 34% of the total wage bills should be recovered from his bills as security against PF liability.

11.3.9. The amounts so deducted will be invariably remitted by HSL Finance to PF authorities

11.3.10. The contractor should make the payments of wages in the presence of the Representatives of the Engineer not below the rank of an Engineer.

11.3.11. Please note that the contract will be awarded only if the contractor has the Proper PF code number.



SIGNATURE OF THE CONTRACTOR.
DATE:

EXECUTIVE .ENGINEER (CONTRACTS)
for ACCEPTING OFFICER.