

C.A.No: SE (M)/CONT/ 73 / 2010-11

Sl.Page No.

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

**OFFICE OF THE SUPERINTENDING ENGINEER (M)**

Name of work: - Clearance of mixed debris / garbage from various places in  
HSL

COMPOSITION

Sl.No.	Contents	From	To
1	Composition page	1	
2	Tender forwarding letter	2	6
3	Appendix-"A"	7	
4	Tender Notice	8	9
5	List of items of work and rates	10	11
6	Form of Tender	12	
7	Schedule-A	13	-
8	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	21
12	Finally Agreed conditions	-	-
13	Acceptance letter	-	-
14	Agreement	-	-
<b>Total pages</b>		-	<b>21</b>

*M. K. V. Lakshmi*

**Signature of Contractor**  
**Date:**

**Asst. Exe. Engineer (CONT)**  
**For ACCEPTING OFFICE**

C.A.No. SE (M)/CONT/ 73 /2010 - 11

Phone: 9951542864 &amp; 9951542397

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

---

**OFFICE OF THE SUPERINTENDING ENGINEER (MAINTENANCE)**

SE (M)/CONT/ 1231

Date: 12.08.2010

- -----  
 - -----  
 - -----

Dear Sir(s)

Sub:- - Clearance of mixed debris / garbage from various places in  
 HSL

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

Please furnish along with your tender a sum of Rs 4,000/-- 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 14.00hours on 26.08.10 The tenderers shall submit the following in the main cover along with separate EMD cover for Rs 4000 /- containing:

- i) **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
- ii) **Cover-II:** Price bid, containing prices quoted on schedule-A
- iii) The EMD cover & Cover-I will be opened immediately after 14.00hours on 26.08.2010. 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,

**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:** - Clearance of mixed debris / garbage from various places in HSL-  
**Techno-commercial bid**

**Cover-II :** - Clearance of mixed debris / garbage from various places in HSL-  
**- Price bid**

**Main cover:** - Clearance of mixed debris / garbage from various places in-HSL

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 26.08.2010.

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

- i) The cover-I shall contain complete set of tender documents. The tenderer should 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 there 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 i.e., on 26.08.2010 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 attaché 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 from part of the tender documents.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "M. K. V. Lakshmi".

Asst.Exe.Engineer.(CONT)

Signature of Contractor.

Date:

C.A.No: SE (M)/CONT/ 73 /2010-11

Sl.page No.

**TO BE FURNISHED IN SEALED COVER –I ANNEXURE - II**

**SPECIFIC TERMS AND CONDITIONS**

Name of work:- - Clearance of mixed debris / garbage from various places in HSL

1. The work 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**



**Asst. Exe. Engineer (CONT)**  
**For Accepting officer.**

C.A.No. SE (M)/ CONT / 73 /2010-11

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 - - Clearance of mixed debris / garbage from various places  
in HSL**

**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). Not withstanding 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 / 73 /2010-11

Phone: 9951542864 &amp; 9951542397

**HINDUSTAN SHIPYARD LIMITED**  
**(A Government of India Under taking)**  
**Gandhi gram: Visakhapatnam-530 005: India**  
**OFFICE OF THE SUPERINTENDING ENGINEER (MAINTENANCE)**  
**Date: 12.08.2010**

**TENDER NOTICE**

Sealed Tenders are hereby invited in **Two bid system** from approved class of contractors who are having own/ hire JCB & Dumpers in working condition, similar experience, EPF code no , 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 documen ts in Rs.	Completion Period	Date of opening of tender
(1)	(2)	(3)	(4)	(5)	(6)
1)	Clearance of mixed debris / garbage from various places in HSL	4,000/-	100/-	6 (Six) months	<b>26.08.2010</b>

2. (i) Date of issue of Tender /Quotation documents  
From 12.08.2010 to 25.08.2010.

(ii) The Tenders / Quotations will be received up to 14.00 hours on 26.08.2010 **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 chalani 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)



**ASST. EXE . ENGINEER (CONTRACTS)  
OFFICE OF THE SUPERINTENDING ENGINEER (MAINT.)  
HINDUSTAN SHIPYARD LIMITED.**

**(LIST OF ITEMS OF WORK AND RATES)**

Name of work:- - Clearance of mixed debris / garbage from various places in HSL

**GENERAL DIRECTIONS AND PREAMBLE**

1. The tenderer shall price the Schedule-A strictly based on the items of work listed hereinafter.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. **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.
- 7.1** 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.

**Signature of contractor**  
**Date**



**Asst. Exe. Engineer (CONT)**

C.A.No. SE (M)/ CONT / 73 /2010-2011

Sl.page no.

**FORM OF TENDER**

Name of work: - - Clearance of mixed debris / garbage from various places in HSL

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 6 (Six) months from the date of handing over site to us.

A sum of Rs 4,000/- 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)**

C.A.No. SE (M)/ CONT/ 73 /2010-11

Sl.Page No.

**SCHEDULE-A****Name of work :** - Clearance of mixed debris / garbage from various places in HSL

Sl.No.	Description of Item	Unit	No. of units	Rate in figures & words Rs. Ps	Amount in Rs. Ps.
--------	---------------------	------	--------------	-----------------------------------	-------------------

**Notes:** i) The Contractor shall follow the timings from 9AM to 6PM which includes lunch recess of 1hour from 12.00 13.00 hours  
ii) The rates payable shall include the cost of diesel , mobile oil, and the wages of drivers/ operators/ cleaners etc.  
iii) Scrap: Scrap also needed to be shifted to HSL specified premises within the yard

<b>1</b>	Clearing of the waste materials, debris, and garbage from various working areas of HSL yard and disposing the same at dumping yard				
	a) Dumpers-2nos	Each day of 8 hrs.	15 days		
	b) JCB-1no	Each day of 8 hrs.	15days		

In words (Rupees

only)

Signature of the contractor

Date:\_\_\_\_\_


Asst. Exe. Engineer (Contracts)  
for ACCEPTING OFFICER

C.A.No. SE (M)/CONT/ 73 /2010-11

Sl. Page No.

**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 Shipyards 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 Shipyards Limited., Visakhapatnam on any working day during Office hours



Signature of the contractor  
Date: \_\_\_\_\_

ASST.EXE. Engineer (Contracts)  
for ACCEPTING OFFICER

PARTICULAR SPECIFICATION

1. **LOCATION:** The work is to be carried out in HSL from various locations.
2. **BRIEF SCOPE OF WORK:** The scope of work. - Clearance of mixed debris / garbage from various places in HSL is as follows:
  - 3.1 Clearing of the waste materials, debris, and garbage from various working areas Of HSL yard and disposing the same at dumping yard
  - 3.2 Payment for schedule item No.1: A trip sheet showing the detailed location of rubbish conveyed in the dumper duly signed by representative of yard sanitary section and Representative of contractor is to be maintained which forms the basis for the payment.
  - 3.3 The contractor will be required to comply strictly with all the requirements and his quoted rates shall be deemed to include for such precautions.
  - 3.4 In case of break down for any equipment would be recorded and prorated amount for hourly basis may be deducted. We are of extra work beyond schedules, is hour would be paid extra at proportional rate as per contract.
  - 3.5 All the equipment should have the valid licenses issued by RTA and operators/ drivers also should hold their personal driving licenses.
  - 3.6 On completion of each day work , all the equipment should leave the HSL yard . No permission would be given to retain the equipment in side the yard.
  - 3.7 Loaded dumpers should be covered with nets to avoid leakage vide transportation.
4. **General Conditions:**

The contractor shall progress the work in such a way that no hindrance and / or injury in 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 contractors / agencies working in the area.

  - 4.1 The rates quoted by the contractor shall be deemed to include for the full, entire and final completion of the items of works in accordance with the provisions of he contract. The company will not entertain any claim what ever on account of inaccuracies/ misunderstanding if any in the quoted rates.
  - 4.2 The water for drinking purpose of the contractors workers will be supplied “free of cost”
  - 4.3 Items of work not covered in the specification enclosed are to be carried out in accordance with relevant CPWD specifications and as directed by the Engineer.
  - 4.4 It is an express condition of the contract that the work to the extent required only will be ordered and the contractor shall have no claim whatsoever basing on the value of order.
  - 4.5.The intending tenders shall inspect the site and make themselves familiar with the site conditions and scope of work to be done and other cognate conditions which may effect the tender. No claim consequent on misunderstanding whatsoever stated above shall be entertained.

5. The contractors will be fully responsible for any pilferage comparing or misuse of any shipyard materials or equipment, by their employees and will be required to make good the lorry of damage so occurred besides and other consequential action viz penal action, termination of the contract.

**6. Period of Completion:** Period of completion for this subject work is 6 months

**7. 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.

**8. 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. . All the safety norms / precautions must be taken.

**9. 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 scheme.

**Contribution to be made:**

- a) Employees contribution @1.75% of the wages (except conveying allowance and washing allowance)
- b) Employer's contribution @4.75% of the wages (except conveyance allowance 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 31<sup>st</sup> of the succeeding month.

All the regulations of the Acts that are in force in the area i.e., Factory Act, including EPF and ESI Act, Sales tax Act, Income Tax Act, Service Tax Act, minimum wage act etc., as amended from time to time are applicable to this contract and the same shall be strictly observed by the contractor.

10. Unless otherwise specified in this quotation all the materials and workmanship under this contract shall be as per CPWD specification 1977.

11. The intending tenderers shall have JCB & Dumpers working in good condition for carrying out the work and they have to submit the Xerox copies of the documents of owner ship as evidence along with the tender. In case of they are hiring from any owners the documents of annual hiring is to be furnished along with tenders.



Signature of contractor.

Date:

Asst. Executive Engineer (Contracts)

For ACCEPTING OFFICER

C.A. No. SE (M)/CONT/ 73 /2010-2011

Sl.Page.No.

**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) months 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	6 (six) months from the date of handing over site.
<b><u>Service charges</u></b> Water supply	Free issue 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.



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

SIGNATURE OF CONTRACTOR  
DATE:

C.A.No. SE (M)/ CONT/ 73 /2010-11

Sl .page No.

MAJOR AGREEMENT FORMS**(CONDITIONS & GENERAL DESCRIPTION OF CONTRACT)**

It is here by 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 understood, 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: \_\_\_\_\_

ASST.EXE. ENGINEER (CONT)  
for ACCEPTING OFFICER.

C. A. No./SE (M)/ CONT / 73 /2010-11

Sl. Page. No.

AMENDMENT

Please carryout the following amendments to the tender documents:

<b>Sl.No.</b>	<b>Location</b>	<b>Amendments</b>
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

C.A.No. SE (M)/ CONT/ 73 /2010-11

Sl.page No.

**AMENDMENT** (Contd.)

**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:

ASST.EXE.ENGINEER (CONTRACTS)  
for ACCEPTING OFFICER.

### ESI & PF REMITTANCE PROFORMA

DECLARATION BY THE CONTRACTOR/ SOCIETY WITH REGARD TO  
NO.OF MEN ENGAGED AND PF AND ESI REMITTANCE FOR THE MONTH  
OF \_\_\_\_\_

1. Name of the contractor / society and address :
2. ESI code no. :
3. PF code no. :
4. No. of men shown in wage Register :
5. No. of mandays as per wage Register :
6. No. of workmen for whom ESI was paid (copy  
Enclosed) :
7. No. of workmen for whom PF was paid  
(Copy enclosed) :
8. No. of mandays executed in various divisions :
9. Amount remitted to ESI challan & date  
(copy of the remitted challan enclosed) :
10. Amount remitted to PF challan & date  
(copy of the remitted challan enclosed) :
11. Half yearly returns for the previous years has  
Been submitted to ESI Authorities : Yes / No
12. Copy of the monthly return submitted to  
PF Authorities :
13. Details of work orders against which works  
Were executed during the month (please furnish  
All work orders.

Certified that the information furnished above is correct and on verification any information is found to be false, I /we agree for cancellation of my / our contract or any action which the HSL Management / ESI /PF authorities deemed fit

I/ we also agree for deduction of recoveries / penalties if any, towards ESI / PF authorities / HSL Management from bills / security deposits.

Visakhapatnam  
Date:

Signature of the Contractor / Society with stamp