

C.A.No: SE (M)/CONT/ 77 / 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: - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract)

COMPOSITION

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*M. K. V. Lakshmi*

Signature of Contractor  
Date:

Asst. Exe. Engineer (CONT)  
For ACCEPTING OFFICE

C.A.No. SE (M)/CONT/ 77 /2010 - 11

Phone: 9951542864 &amp; 9951542397

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

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

SE (M)/CONT/ 1235

Date: 25.08.2010

- - - - -  
 - - - - -

Dear Sir(s)

Sub:- - of unskilled labour cum sweepers for attending works in various places at yard  
 –zone-I (Annual contract)

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

Please furnish along with your tender a sum of Rs. 33,500/-- as Earnest money deposit by way of Demand draft obtained in the name of Hindustan Shipyards 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 Shipyards 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 17.09.2010 The tenderers shall submit the following in the main cover along with separate EMD cover for Rs 33,500/- 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 17.09.2010. 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:** - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract)-**Techno-commercial bid**

**Cover-II :** - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract) - **Price bid**

**Main cover:** - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (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 17.09.2010

**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 17.09.2010 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,



Asst.Exe.Engineer.(CONT)

Signature of Contractor.

Date:

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**TO BE FURNISHED IN SEALED COVER –I ANNEXURE - II****SPECIFIC TERMS AND CONDITIONS**

Name of work:- - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract)

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**



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

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## APPENDIX-A

On Stamp paper of Rs. 100 /-

HINDUSTAN SHIPYARD LIMITED

Date:

VISAKHAPATNAM 530 005

Dear Sir,

**Tender for the work of - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (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). 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 / 77 /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: 25.08.2010.**

**TENDER NOTICE**

Sealed Tenders are hereby invited in **Two bid system** from approved class of contractors who are having similar experience, EPF code No, Service tax, income tax, sales tax registration and labour lincense 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)	Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract)	33,500/-	300/-	12(Twelve) months	<b>17.09.2010</b>

2. (i) Date of issue of Tender /Quotation documents  
From 25.08.2010 to 16.09.2010 .

(ii) The Tenders / Quotations will be received up to 14.00 hours on 17.09.2010 **and the same will be opened at 14.30 hours on same day at tender room situated out side the Main purchase department, Hindustan Shipyards 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 Shipyards 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:- - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (Annual contract)

**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 (Maintenance) 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)**

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**FORM OF TENDER**

Name of work: - Supply of unskilled labour cum sweepers for attending works in various places at yard –zone-I (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 .33,500/- 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)**

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SCHEDULE-“A”

Name of work :- Supply of labour cum sweepers for attending Cleaning works  
in various places at yard -Zone-I(Annual contract)

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

**Notes:****Notes for items nos. 1**

- a) The contractor shall pay the minimum wages including statutory wages as per Annexure-I, enclosed to schedule-A
- b) The daily minimum wage per day is for supply of skilled and unskilled labour for 8 hours normal working as per HSL assigned shift timings from 7.00 AM to 03.45PM excluding lunch recess of 45minutes. If any skilled and unskilled labour are required to work beyond normal working hours of HSL to progress the work, the wages as per the statutory provisions for extra hours over and above the normal weekly working hours i.e., 48 hours per week carried out shall be paid.
- c) In case of the skilled and unskilled labour are to work on Sundays/ rest days, the labourer he/she has to be allowed to avail one day compensatory off within three days.(either succeeding or proceeding)
- d) For deployment of Semi skilled and unskilled labour on Sundays/ Holidays and for deployment beyond normal working hours, specific approval of SE(M) is required to be obtained.
- e) As per the payment of wages Act 1936 wages are to be paid before expiry of 7<sup>th</sup> day after the last day of the wages period and payment is to be made in the presence of Engineers Representative
- f) The existing contract labour in HSL shall preferably be continued on the work
- g) Day wise log sheets showing the no. of men deployed and the details of work carried out duly certified by Engineers Representative and contractors or their authorized representative is to be maintained which forms the basis for payment
- h) Income tax @ 2.266% or as amended from time to time will be recovered on the gross value of bill as per I.T Act.
- i) 5% initial security deposit through cash or BG bond and balance 5% SD amount from bills will be recovered (totaling to 10% SD) and the same will be released after expiry of one month maintenance period from the date of completion of work.
- j) Minimum wages are to be paid by the contractor to the labour as amended/enhanced by government time to time and extra payment will be paid by HSL to the contractor,
- k) The contractors are advised to quote PLUS percentage towards overheads and profits over the Minimum wage rate given here under which includes all statutory payments. The total manday rate thus arrived shall be quoted for arriving at the total amount in schedule-A  
Minimum wage rate of un-skilled labour including all statutory



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Annexure-I

**DETAILS OF MINIMUM WAGE AND STATUTORY PAYMENTS FOR SKILLED , SEMI- SKILLED AND UNSKILLED LABOUR ARE GIVEN HERE UNDER (As per circular dated 17-06-10 of M (P&IR) w.e.f.01-4-2010)**

Details	Semi-Skilled	Unskilled
Minimum wage	216.35	188.20
Paid Holiday	5.55	4.83
Leave with wage	12.48	10.86
Exgratia	11.21	11.21
E.P.F	30.20	26.27
E.S.I	11.13	9.68
Labour Welfare fund	0.02	0.02
<b>Total</b>	<b>286.94</b>	<b>251.07</b>



ASST.EXE. ENGINEER. (Contracts)  
For ACCEPTING OFFICER

SIGNATURE OF CONTRACTOR

DATE:

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**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

**16.BRIEF SCOPE OF WORK :** The scope of work in connection with Schedule-A of “Supply of unskilled labour for upkeep and maintenance of berths, SDQ area, buildings dock wet basin, ferry area accumulated scrap transported to scrap yard in HSL”

16.1 Normally the daily requirements will be informed in advance for arranging the supply of required persons and however the contractor should be able to supply the number of persons as required even at short number based on exigencies.

16.2 The rate quoted by the contractor is for supply of unskilled labour-cum-sweepers per manday of 8 hours as per the timings of Shipyard from 7.00AM to 15.45PM

16.3 Upkeep and maintenance of sanitation in building dock floors, surroundings area of building dock including passages, open gantries adjoining areas etc.,

16.4. Upkeep and maintenance of sanitation in the triangular area between wet basin and building dock bounded by (a) water front on East side (b) Wet basin on south side (c) Building dock on North side.

16.5. upkeep and maintenance of sanitation of berths, II,III,IV, open skid areas , adjoining , including 100ton crane track all as per and adjoining open areas.

16.6. During the progress of the ship repair/ ship construction activity , the complete building dock floor is to be cleaned thoroughly on day to day basis without any accumulations of debris/scrap.

16.7. The M.S scrap/ debris etc., emanated from ship construction /ship repair activity in Building dock is to be collected on dock floor and the same is to be brought to the designated dumping places on the building dock area with the help of MS trays & EOT cranes of building dock.

16.8. Surrounding areas of building dock viz., 100 tons track the open gantry on the west side of the building dock, office buildings on north and south side of building dock including the attached toilet rooms.

16.9. Berths and open skid area bounded by (a) water front east side (b) upto but excluding 100ton crane track building dock on south side (c) up to but excluding leading from Gandhi circle to dry dock area on west (d) up to but excluding the road from Gandhi circle jetty dining hall on berth side area covering the area of berths II to V and crane tracks in between including open skids in front of berths including conveying are dumping the debris/ scrap hereby dust bins.

16.10. No vegetation growth shall be allowed to grow in the areas specified by removing periodically. If any vegetation growth is found, the same shall be removed immediately as directed by the Engineer.

16.11. Necessary tools/ implements like brooms, spades, shovels wheel borrows etc., required to carryout the works effectively and consumable materials viz., required for the cleaning work will be supplied by the shipyard “free of cost”

16.12. Maintenance of sanitation and cleanliness of the areas including the cleaning of the adjoining / isolated areas as required. The sweeping, debris scrap etc., shall collected in the nearby dust/scrap bins or at defined places as directed.

16.13. The work shall be commenced at 7.00AM and to be completed 3.45PM . In case the above areas are required to be maintained, beyond 3.45pm for another 2 or 4hours as required or any day of VIP visits , functions etc., shall be carried out as per instructions of Engineer and will be paid as per statutory provisions.

### **17. General terms and conditions:**

17.1. It is an express condition, that the work shall be carried out without disturbing or dislocating or other obstructing the activities of shipyard.

17.2. The intending tenderers shall inspect and ascertain 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 before quoting for the work. No claim consequent on misunderstanding whatsoever of the facts stated above shall be entertained.

17.3 The work is to be carried out on all the working days of ship yard. Of the work is to be carried out on Sundays/ holidays, prior permission shall be taken by the contractor to arrange accordingly.

17.4.If any unskilled labour are required to be engaged on Holidays or National holidays (paid) specific approval of SE(M) is to be obtained and payment will be made as statutory regulations.

17.5. The rate quoted by the contractor is mainly for supplied labour per each man day of 8hours . In case these persons are required to work beyond working hours additional amount will be paid as per statutory provisions for the extra hours of working.

17.6The Contractor have to supply the required skilled and unskilled labour for a period of 12 (twelve) months

17.7. The maintenance period for the subject work is one month from the actual date of completion of work.

17.8..The contractors shall be responsible for any damage or loss of the materials while the same are held in his custody. In the event of damages/and or loss, the contractor shall repair the material at his own cost and such replacement shall be subject to the approval of the Engineer.

17.9.The contractor is eligible for monthly payments. The final bill shall be submitted by the contractors after completion of the work to the satisfaction of the Engineers and will be paid within 60 days of submission along with the EPF & ESI clearance/ declaration certificate.

17.10.The contractor will be fully responsibility for any pilferage/ tampering or misuse of any shipyard material or equipment any of their employees and will be required to make good loss or damage so occasioned besides any other consequent action viz., penal action/termination of the contract.

**17.11.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 scheme.

**Contribution to be made:**

- a) Employees contribution @ 1.75% of the wage (except conveyance allowance and washing allowance)
- b) Employer's contribution @ 4.75% of the wage (except conveyance allowance and washing allowance)

The ESI contribution (both employers 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 21<sup>st</sup> of the succeeding month.

17.12. All the regulations of Acts that are in force in the area i.e., Factory Act, including EPF and ESI Act. Minimum wage as amended from time to time are applicable this contract and the same shall be strictly observed to the contractor procedure to be followed regarding EPF is given in Annexure-A



Signature of Contractor  
Date. \_\_\_\_\_

ASST.EXE.ENGINEER (CONTRACTS)  
For ACCEPTING OFFICER

C.A. No. SE (M)/CONT/ 77 / 10-11

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**SOME OF THE CONDITIONS OF CONTRACT:**

Amount of the security to be retained	:10% of the contract sum
Till end of the maintenance period	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.
<b><u>Service charges</u></b>	
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.



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

SIGNATURE OF CONTRACTOR

DATE:

C.A.No. SE (M)/ CONT/ 77 / 10-11

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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.

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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

**AMENDMENT (Contd.)**

**Add:-** The following at the end of clause 11.3.2. of part General Specification of page:-

- 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.

**11.3.12. Employees State Insurance Scheme:-** The contractor should note that all the workmen who 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 conveyance 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 21<sup>st</sup> of the succeeding month.



SIGNATURE OF THE CONTRACTOR.

ASST.EXE.ENGINEER (CONTRACTS)

DATE:

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