

**Encl. to Tender No. EKM/OS/019/ SHAFT LINES/10-11, Dt. 10.08.2010
GENERAL TERMS & CONDITIONS**

1.	The work shall be to the full satisfaction of HSL, Owner's reps and to be completed within stipulated period strictly as per all the terms and conditions of the above referred tender.
2.	The contractor shall arrange to work as per the HSL Yard timings or as fixed by DGM (PP&PM) / Competent Authority of HSL.
3.	Offers with conditions other than those specified in the tender enquiry and in any other format are liable to be disqualified.
4.	Quotations will be evaluated on the basis of individual system / lump sum.
5.	Safety: The safety of contractor's workmen, supervisors, etc., will be the contractor's responsibility only. The contractor's workmen and Supervisors shall not be allowed to work site without proper Safety /Personal Protective Equipment (PPE) and Tools/Equipment complying with all the relevant Safety Standards. They should work by adhering to all necessary Safety precautions and good Engineering practices.
6.	PF and ESI coverage shall be arranged by the contractor to the personnel working for the job and documentary evidence of the same shall be submitted along with the bills.
7.	Delay in completion of work: In case of delay beyond the stipulated time for completion, Liquidated Damages (LD) shall be recovered from the bills @ 0.5% per week of the contract value subject to a maximum of 10% of the total work order value. Beyond 10 days delay, HSL reserves the right to terminate the contract to complete the job either departmentally or by off-loading to another contractor and recover all such costs incurred by the company from the bills of the contractor pending with the company.
8.	Termination of contract: If at any stage during the course of the work, the progress of the work is observed to be either slow, un-satisfactory or not of good quality etc., HSL reserves the right to terminate the contract immediately and the decision of DGM (PP&PM) in this regard is final.
9.	Mobilisation and arrangement of all required resources at site is contractor's responsibility irrespective of commencement of completion of work. If the contractor could not mobilize required resources at any point of time to meet the schedule, HSL reserves the right to entrust the work to any other party at the risk & cost of the original contractor.
10.	HSL reserves the right of not considering the quotation of any contractor without assigning any reason thereof at any point of time.
11.	HSL reserves the right to award the total work stipulated in the work packages or in part thereof by splitting up and to one or more parties after finalisation of value of the work with the discretion of the competent authority.
12.	The bidder will not be allowed to assign or transfer his/their obligation or benefit under the contract whether in full or in part to any other agencies. However in extreme circumstances where sub-contracting of part of work is unavoidable, prior written permission of Dy.General Manager (PP&PM), Hindustan shipyard Ltd, Visakhapatnam shall be taken by the contractor.
13.	The work package (Scope of work) ,drawings and other enclosures if any, given along with the tender enquiry are to be signed by the contractor and to be returned back to the department along with the quotation without fail.
14.	Any further technical clarifications may please be obtained from the undersigned prior to submission of the quotation and it will be presumed that the contractor has understood the Scope of work / Tech. Specifications, other terms & conditions.
15.	In case of any dispute, the place of arbitration is VISAKHAPATNAM only.
16.	All other standard terms and conditions of HSL which are not covered in the above list shall be applicable