

Rs. 500/- (Non-transferable)

HOOGHLY DOCK & PORT ENGINEERS LTD.
(A GOVT. OF INDIA UNDERTAKING)
UNIT : NAZIRGUNGE WORKS
P.O. - D.S. Lane, Howrah 711 109

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Registered Office
1, R.N. Mukherjee Road
(2nd floor) Martin Burn House,
Kolkata – 700 001

To

TENDER DOCUMENT
FOR
PROJECT MANAGEMENT SERVICES INCLUDING PREPARATION OF BLOCK
DRAWINGS OF HULL /SUPERSTRUCTURE ; VARIOUS 3-D INTERFERENCE
DRAWINGS OF DIFFERENT SYSTEMS AND PROVIDE QUALITY ASSURANCE
ASSISTANCE FOR CONSTRUCTION OF 4 (FOUR) NOS. 1000 TON FUEL BARGES OF
INDIAN NAVY.

Tender No.:- HDPEL/PPC/IN/PMS&BLK DRG/08-09

Last Date & Time of Issue of Tender Document : 16.03.2009 up to 1600 Hrs

Due Date & Time of Submission of Bid : 17.03.2009 up to 1400 Hrs

Due Date & Time of Opening of Bid: 17.03.2009 at 1600 Hrs.

Head (Production Planning & Control)
Nazirgunge Works

Description of Work :-

Prepare hull block/ panel fabrication drawings based on approved classification drawings along with 3-D interference drawings of all equipment/ systems and development of complete planning of vessel construction using network/micro level bar charts, PERT and gnatt charts and other related tools . Assist Ship Yard in all constructional related activity viz review meetings, vendor selection, equipment selection, monitor work progress , equipment and spares procurement, disbursal of documents , drawings and spares including quality assurance activity and Training to Vessel Crew & technical staff.

1. Eligibility Criteria

1.1a) Past experience in preparation of block/planes and interference drawings for vessels.

1.1 b) Organisation should have qualified Naval Architect, Experienced Mechanical /Electrical Engineers and technocrats of other disciplines in connection with shipbuilding and should have capability to position at least one each (01) of Naval Architect, Experienced Mechanical & Electrical Engineers at any given instant of time along with adequate supportive and QC staff at the work site. Any requirement of augmenting of manpower due to increase in work load to be done at vendors own arrangement and expenses.

1.1 c) Organisation must have experience in design of a complete ship / vessel of similar nature.

1.2 Offers are to be submitted in two parts as follows: -

Part – I: (Techno-Commercial Bid): To contain copies of credentials in support of above specified eligibility criteria (1.1),if any. List of Technical personnel, applicable taxes & duties, acceptance of order for part quantity, acceptance of terms & conditions of NIT and Earnest Money Deposit.

Part – II: Only price / Rate Schedule [Lump sum in INR in case of Design Component and Monthly prorata basis (all inclusive)for Management Component, separately with break down]

1.3 Opening of tenders:

Tenders (Part I, Techno-Commercial Bid) will be opened at scheduled time and date of opening at Nazirgunge Works in presence of intending tenderers. In the event of non-receipt of sufficient response, HDPEL reserves the right for extension of due date of submission.

Price bids of the techno-commercially accepted firms will be opened with due intimation to technically qualified bidders.

Note: Both part-I&II separately sealed and marked shall have to be submitted under one sealed cover superscribing the tender enquiry number and due date of submission in the Tender Box positively within the due date of submission.

1.4.1 Tenderers down loading the document from HDPEL Website must have to enclose a demand draft for Rs. 500/- in favour of 'Hooghly Dock & Port Engineers Ltd.' along with Techno-Commercial bid towards tender fee and shall contact PPC Department, Nazirgunge Works for collection of drawing...

1.4.2 **Pre-Bid Meeting :**

A pre-bid meeting will be held at 1400 hrs. on 03/03/2009 at the above addressed of our Registered Office.

1.5 Earnest Money Deposit:

Tenderers are to submit Earnest Money Deposit for Rs. 50,000/- in the form of Bank Guarantee (format enclosed)/Demand Draft/Pay Order drawn on any Bank at Kolkata in favor of 'Hooghly Dock & Port Engineers Ltd.' E.M.D. of unsuccessful bidders will be returned without any interest. Offers without Tender Fees & EMD shall be summarily rejected. Exemption in submission of tender fees and EMD to eligible firms shall subject to submission of valid documentary evidences.

- 1.6. Original tender documents duly stamped and signed along with the drawings are to be returned with offers as a token of acceptance of the terms & conditions there-in. Offers are to be kept valid for a minimum period of 90 (Ninety) days from the date of opening.
- 1.7. Bid rejection criteria :
- a) The Bids received after tender closing data and time.
 - b) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - c) Bidders not agreeing to furnish Security Deposit.
 - d) Bids received without EMD (other than those exempt from the payment of EMD).
 - e) Bidders not agreeing to furnish Performance Bank Guarantee.
- 1.8. HDPEL reserves the right to reject any or all the offers without assigning any reason to the tenders.

Technical Specification, Scope of work and related conditions for Project management Services including Preparation of Block Drawings of Hull / Superstructure ; Various 3-D interference drawings of different system / equipments and Quality Assurance Assistance

2.1 **Scope of work /Services:**

A) **DESIGN COMPONENT**

- a) Preparation of hull block / panel fabrication drawings based on approved classification drawings and the same to be approved by shipyard and submitted in hard as well in soft copies in adequate numbers. The blocks depicted in the drawings are to be suitably separated, transportable and within the lifting capacity of the yard.
- b) Preparation of 3-D interference drawings depicting all approved equipment and systems on board the vessel (based on MOD(Navy)/IHQ approved drawings)and the same to be approved by shipyard and submitted in hard as well in soft copies in adequate numbers[CD-04 Nos and hard / Printed Eight Copies].. The information/instructions as brought out in the build specification and classification rules are to be adhered too.
- c) Preparation of Construction Activity Plan through micro level planning using CPM-PERT Network, Gantt Chart and other bar charts . The same is to be approved by shipyard and submitted in hard as well in soft copies in adequate numbers [CD-04 Nos and hard / Printed Eight Copies].
- d) Provide Quality Assurance Service towards construction of the vessel at Vendor and sub vendor site(s) based on approved Quality Assurance Plan, which is to be prepared in advance the service provider. Also assist Shipyard in preparation of Work Done Certificate required for claiming Stage Payments for the Owner.

B) **MANGEMENT SERVICE COMPONENT**

- e) Assist shipyard in monitoring constructional activities of the vessel from start to finish and provide regular update and feed back (in form of written reports) with remedial measures, if required, to ensure timely completion / delivery of the Vessel to the Owner. Also assist Shipyard in weight calculation, progressively , during fabrication / erection of Hull and superstructure along with photography of the vessel construction as per instruction given in Build specification / Technical specification.
- f) Assist Shipyard in determination of Steel Plates and structural requirements along with paint requirement
- g) Assist shipyard in conduct of test and trials of equipment and system pertaining to the vessel based on approved trial schedules , which is to be prepared in advance.
- h) Assist shipyard in monitoring disbursal of approved drawings, manuals and related documents including equipment spares , tools to the owner as per pre-determined list / instruction. The assistance for preparation of On board spares list, Base Depot Spares List and CNAL items to be provided.
- i) Assist shipyard in all forms of review meetings at all designated sites / places.
- j) Assist Shipyard in delivering the vessel to the designated Port.
- k) Assist Shipyard in Training of Vessel Crew & Technical Staff.

Note: All requirement stated above are only indicative but not exhaustive. Any additional requirement to fulfill Owners contract / build specification is to be compiled with at no additional cost entailed.

2.2 Description of 1000 Ton Fuel Barges :

The 1000-Ton fuel barge shall be self propelled capable of replenishing LSHSD, AVCAT and other oils for ships in harbour, at anchorage and fuel depots at distant location.

The Principal dimension and characteristics are as follows:-

- Length of Vessel (total)	67.05 M
- Beam extreme	12.52 M
- Depth	5.5 M
- Draught	4.0 M
- Displacement	1700 tons.

Seaworthiness : Shall be able to operate up to sea state4 & service up to sea state 6.

2.3 Place of work:

AT

Hooghly Dock & Port Engineers Ltd.
Nazirgunge Works, D.S. Lane,
Howrah –711109

AND

Service Providers/ Contractor's own
Premises

2.4 Submission of Action Plan/ Modalities

Management Service Providers are required to submit Action Plan and Techno Commercial Proposal regarding provision of the above said requirement along with manpower and other required services . The Modalities / Action Plan [to be submitted separately for Design Component and MSC]to include - Total Number of drawings in each component and accurate drawing schedule as per requirement /scope ; detailed manpower [Annexure II] etc.

2.4 HDPEL's Scope of free supply: Working space, electricity (CESC), water as available with Nazirgunge Works for Contractors who are willing to execute at HDPEL's Yard. However tools like Computers and accessories/ related stationeries AC etc are to be positioned by the contractor / Service Providers under their own arrangement and expenses.

2.5 Quality Control.

The vessel is classed by IRS and will be overseen by WOT (Rep. of Indian Navy). Hence, the Service Providers /contractor should have adequate QC expertise to ensure that the jobs are inspected at each stage for obtaining necessary approval/certification from the competent authority. All inspection records are required to be maintained in compliance with the HDPEL (an ISO organization) and WOT, Indian Navy requirement.

GENERAL TERMS & CONDITIONS :

1. **ACCEPTANCE OF ORDER** : In the event of placement of order, the successful bidder/consortium members has to convey acceptance of the purchase order in writing within three days from the date of receipt.
2. **Completion Period** :
 - (a) **Time frame for the Management Service/ will be linked till the delivery of all vessels at designated port.**
 - (b) **Time Frame for Block/Panel fabrication drawings; 3D interference drawings will 03 Months from the date of place of order. However Block/Panel drawings in the way of midship parallel body to be submitted within 30 days from the placement of the order**

3. **SECURITY DEPOSIT** :

In the event of placement of order, the Contractor has to submit security deposit to the tune of 5% of the value of the order, in the form of **Demand draft/Pay order** on any bank at Kolkata in favour of 'HOOGHLY DOCK & PORT ENGINEERS LTD.', which shall be returned without any interest on successful completion of the job.

Alternatively **Bank Guarantee** for the specified amount may be submitted as per enclosed HDPEL format (Annexure II) from any Nationalized bank with validity of 12 months which shall be returned on successful completion of the job. Security deposit in either of the form is to be submitted within seven (7) days from the date of receipt of P.O.

4. **PERFORMANCE BANK GUARANTEE** :

In the event of placement of order, the sub-contractor have to provide a performance bank guarantee towards quality of job executed to the extent of 10% of the value of the order in the form of a bank guarantee prior to submission of your final stage bills. This performance guarantee has to be kept valid till the expiry of the Guarantee period of eighteen months. This Bank Guarantee will be invoked by us in case of your failure to rectify the defect pertaining to your work/workmanship etc. The 5% security deposit submitted may also be enhanced and extended to cover the Performance Guarantee amount. In case of non-submission of Bank Guarantee 10% of each stage bill will be retained and total amount deducted will be returned after expiry of the guarantee period.

5. **Payment Terms/Schedule**

- a) **Design Component**

- i) **15% of the lump sum-** On receipt of **50 %** of block /panel fabrication drawings in the way of parallel middle body duly approved by Head Design, HDPEL and submission of work done certificate issued by HDPEL Project Team.
- ii) **15% of the lump sum-** On receipt of **balance** of block /panel fabrication drawings in the way of parallel middle body duly approved by Head Design, HDPEL and submission of work done certificate issued by HDPEL Project Team
- iii) **20% of the lump sum-** On receipt of block /panel fabrication drawings in the way of bulbous bow, Aft Peak & Fore Peak **duly approved by Head Design, HDPEL** and submission of work done certificate issued by HDPEL Project Team
- iv) **20% of the lump sum-** On receipt of 3D interference drawings in the way of the vessel **duly approved by Head Design, HDPEL** and submission of work done certificate issued by HDPEL Project Team.
- V) **15% of the lump sum-** On receipt of any other balance drawings in any form and as required by IRS/IHQ/HDPEL pertaining to the vessel **duly approved by Head Design, HDPEL** and submission of work done certificate issued by HDPEL Project Team

VI) **15% of the lump sum**- to be retained as Performance Guarantee till delivery of the first vessel to the owner at the designated Port.

b) Management Service Component [MSC]

Payment will be made on monthly prorata basis based on Performance Certification by HDPEL Project Team and QC Department.

6. **Payment:** Bill is to be raised with work done certificate and submitted to Accounts department which will be payable within 30 (thirty) days from the date of submission. 90% of each bill will be released subject to fulfillment of other obligation and 10% of each bill shall be retained towards guarantee. 10% of the total work value will be retained and released on expiry of guarantee period of 18 (eighteen) months. In case performance Bank Guarantee is submitted, the retained amount will be released forthwith. Taxes applicable as per rule will be realized from the bills.

7. **PRICES:**

In the event of placement of order, the rates will remain firm and no variation will be allowed during the pendency of the contract for any reason whatsoever.

8. **INCOME TAX:**

Will be deducted at source as per Income Tax Sec.194(c).

9. **TAXES:**

All taxes will be applicable as per rule.

10. **WORKING BEYOND NORMAL WORKING HOURS AT HDPEL's PREMISES.**

You may be allowed to work beyond normal working hours if desired to fulfill the targeted date of completion of the job and to be taken prior permission from our accredited authority in writing. [**applicable to Management Service Component –MSC**]

11. **ESI/EMPLOYEES' PROVIDENT FUND FORMALITIES AT HDPEL's PREMISES :**

E.S.I. and Provident fund registration of the bidders are must. All rules/regulations for working in PSU premises will be applicable strictly. [**applicable to MSC**]

12. **DEFECTIVE WORK / INADEQUATE SERVICE:**

- i) For any defective / incomplete work , the vendor has to rectify / complete the same immediately without causing any delay in ships execution schedule.
- ii) In case of substantial delay or irreparable damage or repairable damage with additional financial implication will attract penalty as would deemed fit.

13. **LIST OF WORKMEN AND SUPERVISORS: [applicable to MSC]**

You shall submit a list of workmen/supervisors to be engaged in HDPEL's premises, to our **Personnel and Administrative Dept.**, in triplicate, under advice to our Security Dept. (Gate Office).

14. **DEDUCTION FROM CONTRACT PRICE :** All costs, charges, damages or expenses that may have been incurred by us for achieving satisfactory completion of the job, ordered on you, and not properly carried out by you, may be deducted by us from any money due or becoming due from us to you, under this contract or any other contract or contracts with any of our two units of Salkia or Nazirgunge.

15. **TERMINATION OF CONTRACT :**

If you become **bankrupt** or have received order made against you or shall present your position in bankruptcy or shall make an arrangement with or assignment in favour of your creditors agree to carry out the contract under a Committee of Inspection of your creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if you have assigned the contract without our consent in writing first obtained or shall have an execution levied on your goods or if we consider that in our opinion you -

- (a) have abandoned the contract or
- (b) without reasonable excuse have failed to commence the work or have suspended the process of the work for 15 days after receiving from us written notice to proceed or
- (c) have failed to proceed with the work with due diligence or
- (d) have failed to remove the materials from the site or to pull down and replace work for 15 days after receiving from us written notice that the said materials or work have been condemned and rejected or
- (e) are not executing the work in accordance with the contract or are persistently or flagrantly neglecting to carry out your obligations under the contract or
- (f) have to the detriment of good workmanship or in defiance of our instructions to the contrary sublet any part of the contract, then we may after giving 7 days notice in writing to you enter upon the site and the work and expel therefrom, without thereby avoiding the contract or releasing you from any of your obligations or liabilities under the contract or affecting the rights and powers conferred by us by the contract and any ourselves complete the work or may other contractor to complete so much of the constructional plant temporary work and materials which have been deemed to become our property on the site as we think proper and we may at any time sell any of the said constructional plant, temporary work etc. and apply the proceeds of sale in or towards the satisfaction of any sum due or which may become due to us from you under the contract.
16. **ACCIDENT OR INJURY TO WORKMEN** : [applicable to MSC]
- (a) Before commencing the work you should at your own cost insure against any damage, loss or injury which may occur to any property including that of ours or any person including any of our employees by or arising out of the execution of the work or temporary work or in the carrying out of the contract.
- (b) We shall not in any way be liable for or in respect of or in consequence of any accident, injury or each to any workman or other person in your employment and you shall indemnify and keep us indemnified against all such damages and compensation and against all claims, demand proceeding costs, charges and expenses whatsoever in respect of or in relation thereto. The workmen to be employed by you for the subject job should never, in any circumstances, claim to be our employees either during or after execution of the job.
17. **CONTRACT LABOUR** : [applicable to MSC]
- It will be operative as per law of the land as usual. Minimum wages act has to be followed.
18. **LIQUIDATED DAMAGE & RISK PURCHASE** : [applicable to MSC]
- Liquidated Damage @ 1% per week's delay or part thereof, subject to a maximum of 10% of the total value of the work would be charged in case of your failure to maintain the stipulated completion period and recovered from your bill.
- In case satisfactory progress is not found within 30 days from the date of placement of order, we would have the right to cancel the order without assigning any reason whatsoever and without any liabilities attached to us and thereafter to get the job done from other source entirely at your **risk and cost** including forfeiture of Security deposit.
19. **EXTENSION OF TIME OF COMPLETION** :
- Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur be such as fairly to entitle you to an extension of time for completion of the work, we shall determine the period of such extension and till such extension is given in writing, the original date of completion will be valid. You will apply for the extension of time sought for clearly stating the reasons therefore, before expiry of the stipulated date of completion.
20. **CLEARANCE OF SITE ON COMPLETION** : [applicable to MSC]
- On completion of work, you shall clear away and remove from the site all constructional plants, surplus materials and temporary work of every kind and leave the whole of the site clean and in operational conditions to our entire satisfaction.

21. **SECURITY CLEARANCE – GATE PASS, IDENTITY CARDS:** [applicable to MSC]
You shall on our request issue identity cards for each of the employees working under you duly authorised by our Security Dept. Your personnel shall be liable to satisfy our Security Dept. about article in their possession while going in and out. No plant, equipment, vehicle or material shall be allowed to enter or leave the premises without authorised Gate Pass issued by us. We reserve the right to conduct searches on persons or vehicles if required, bring offenders to trial at the court of law and/or demand removal of such offenders or otherwise undesirable persons from your work force.
22. **ASSIGNMENT AND SUB-LETTING:** [applicable to MSC]
You shall not assign the contract or any part thereof or any benefit or interest herein or there under without our written consent. You shall also not sublet any part of the work without our written consent and such consent if given, shall not relieve you from any liability or obligation under the contract provided always that the execution of any part of the work provided on a piece of work basis, shall not be deemed to be a subletting.
23. **STATUTORY AND OTHER OBLIGATIONS:**
- a) We shall be entitled to deduct (without prejudice to any means of recovery) from any money due or becoming due to you from any money (whether in relation to this contract or any other contract with us), all money paid or payable by us by way of compensation or for cost and expenses in connection with any claim thereto and you shall abide by the decision to be made by us as to the sum payable by you under the provision of this clause.
 - b) You shall give all notices and pay all fee required to be given or paid under any Central or State Statute, Ordinance or other duly constituted authority in relation to the execution of the contract work.
 - c) You shall comply in all respects with the provisions of any statute or ordinance or laws and the rules, regulations or by laws or any local or other duly constituted authority, which may be applicable to the contract work. You shall keep us indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, and regulation or by laws.
 - d) In respect of labour directly or indirectly employed on the work, you shall comply with the rules framed from time to time by Government (Central) or State or Local Authority) and legislation governing labour for the protection of health, sanitary arrangements, wages, welfare and safety of workers. The rules and other statutory obligations in regard to the fair wages, bonus, welfare measures, safety of labour etc. will be deemed to be the part of the contract.
 - e) You shall comply with the provisions of the payment of wages Act and the rules made there under in respect of all employees employed by you as you yourself and not we are responsible for the said Act of the compliance and for the compliance thereof.
24. **TECHNICAL INFORMATION & DATA :**
All technical information drawings data which you might receive from us in connection with this contract shall be treated as strictly confidential and you shall not divulge the same or any part thereof to any other person, firm or any authority whatsoever without prior approval from HDPE.
25. **CONTRACT FINAL:**
The order and its amendments, if any, with the terms and conditions will be final. By accepting the order with its terms and conditions, you shall waive all your terms and conditions, if any, stipulated in your subsequent communications.
26. **LAW APPLICABLE :**
The laws of the Union of India shall govern the terms and conditions of the contract.
27. **ARBITRATION:**
In case of any dispute, the matter will be settled by arbitration by the Chairman and Managing Director of Hooghly Dock & Port Engineers Ltd. who will be the sole arbitrator.

28. **FORCE MAJEURE:**

It shall be limited to 'Act of God' or 'Lockout' at your Works. The same is not applicable to your sub-contract. You must inform us immediately on occurrence of any of the above events at your Works with documentary evidence.

29. **SECURITY AND DISCLOSURE:**

All individuals directly or indirectly involved with the project will be bonded by the **Official Secret Act 1923** and the information given to them shall be treated as strictly confidential and shall not be disclosed to any person(s) not concerned there with.

30. **JURISDICTION:**

The Calcutta High Court only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract.

31. **ACKNOWLEDGEMENT :**

In case, we do not hear from you within 10 days of the order in contrary to the terms and conditions as set forth therein, we will take it that the order is acceptable to you in its entirety and no changes in any of the clauses will be entertained once the said period expires.

32. Registered SSI units will be entitled to have the preferences as applicable. PSU Firms will be entitled for Purchase Preference as per existing rule.

For HOOGHLY DOCK & PORT ENGINEERS LIMITED

Head (Production Planning & Control).
Nazirgunge Works

Encl.:

- a. BG Format ----- Annexure I
- b. Declaration / Certification ----- Annexure II

**FORMAT FOR
BANK GUARANTEE BOND (IN LIEU OF EMD/ S.D)**

In consideration of Hooghly Dock & Port Engineers Ltd. (A Govt. of India Undertaking), a Company incorporated under the Company's Act 1956 and having its Registered Office at 1, R.N. Mukherjee Road, 2nd Floor, Kolkata-700001 amongst other places, a Unit at Nazirgunge, P.O. Danesh Shaik Lane, Howrah-711109, West Bengal (hereinunder called the "HDPE") having agreed to exempt M/s. (hereinafter called the "Tenderer"/"Seller") of Earnest Money Deposit / Security Deposit in cash for the due fulfillment by the said Tenderer/Seller of the terms and conditions contained in the said Tender/Purchase Order, on production of a Bank Guarantee for Rs.....(Rupees only) we (Bank) (Hereinafter referred to as the "Bank") at the request of M/s., against any loss or damage caused to or suffered or would be caused to or suffered by the HDPE by reason of any breach by the sand Tenderer/Seller of any of the terms or conditions contained in the said Tender/Purchase Order.

We, (Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the HDPE stating that the amount claimed is due by way of loss of damaged caused to or would be caused to or suffered by the HDPE by reason of breach by the said Tenderer/Seller of any of the terms of conditions contained in the said Tender/Purchase order or reason of the Tenderer's/Seller's failure to perform the said Tender/Purchase order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We, (Bank) undertake to pay to the HDPE any money so demanded not withstanding any dispute or disputes raised by the said Tenderer/Seller in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said Tenderer/Seller shall have no claim against us for making such payment.

We,..... (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/ Purchase Order and that it shall continue to be enforceable till all the dues of the HDPE under or by virtue of the said Tender/Purchase order have been fully paid and its claim satisfied or discharged or till the HDPE Certified that the terms and conditions of the said Tender/Purchase Order have been fully and properly carried out by the said Tenderer/Seller and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before We shall be discharged from all liability under this guarantee thereafter.

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We, (Bank) further agree with the HDPE that the HDPE shall have the fullest liberty without our consent and without affecting in any manner. Our obligations hereunder from time to time or to postpone for any time or from time to time any of the powers exercisable by the HDPE against the said Tender/Seller and to forbear on enforce any of the terms and conditions relating to the said Tender/Purchase order and we shall not be relieved from

our liability by reason of any such variation or extension being granted to the said Tender/Seller or for any forbearance, act or omission of the part of the HDPE or any indulgence by the HDPE to the said Tenderer/Seller or by any such matter or think whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank of the said Tenderer/Seller.

We, (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HDPE in writing.

A) Declaration / Certification

I/We _____ hereby distinctly and expressly declare and acknowledge that , before the submission of my / our tender I/We have carefully followed the instructions in the tender notice , condition of contract, terms of reference etc and distinctly agree that I/We will not make any claim or demand upon M/s HDPEL based upon or arising out of any alleged misunderstanding or misconception or mistake on my / our part.

Place/Date Tenderer PPC ,HDPEL

B) Employment of Manpower for Management Service

SNO	Name	Qualification	DOB	Employed with us /me since	Designation	Responsibility	Nationality (Supportive document)

Place/Date Tenderer

(The Last Page of Tender Document)