

Rs. 500/- (Non-transferable)

HOOGHLY DOCK & PORT ENGINEERS LTD.

(A GOVT. OF INDIA UNDERTAKING)

UNIT : NAZIRGUNGE WORKS

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Registered Office

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

To

Tender Document

For

**Rate schedule (Annual) for Steel Fabrication of Panel & Blocks
and Erection Work of Hull and Superstructure including Sand
Blasting & Primer Painting of Steel Plates/Sections for 4 (four)
Nos. 1000 Ton Fuel Barges of Indian Navy.**

Tender No.:- HDPEL/PPC/IN/RC/STL.FAB/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 :-

Rate schedule (Annual) for Steel Fabrication of Panel & Blocks and Erection Work of Hull and Superstructure including Sand Blasting & Primer Painting of Steel Plates/Sections (as per enclosed drawing) for 4 (four) Nos. 1000 Ton Fuel Barges of Indian Navy.

1. Eligibility Criteria

1.1 Must have capacity in executing Steel Fabrication & Erection and welding work of 20 Ton minimum per month.

1.2 Must have adequate numbers of IRS certified welders, qualified supervisors and possess machineries, tools etc.

1.3 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, 1.2) 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 as per Rate Schedule in Annexure – I.

1.4 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 downloading 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 on 02/03/2009 at 1400 Hrs. at Nazirgunge Works.

1.5 Earnest Money Deposit:

Tenderers are to submit Earnest Money Deposit for Rs. 40,000/- 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 fabrication and erection of parallel middle body between frame no. 29 to 72 and superstructure (as per enclosed drawing)

2.1 Scope of work:

- A. Prefabrication / fabrication of hull & superstructure in the form of Panel with following conditions:-
 - Identification of plates / structural.
 - Sand blasting to the standard SA 2.5.
 - Followed by one coat of shop primer paints.
 - Cutting of MS flat bars from full length steel plates, as found necessary.
 - Preparation of skid & jig to facilitate the fabrication work, as found necessary.
 - Inspection by HDPEL, IRS & WOT.
 - Destructive or nondestructive test as applicable.
 - All the procedure of QAP to be strictly followed.
- B. Prefabrication / fabrication of hull & superstructure in the form of Block with following conditions:-
 - Identification of plates / structural.
 - Sand blasting to the standard SA 2.5.
 - Followed by one coat of shop primer paints.
 - Cutting of MS flat bars from full length steel plates, as found necessary.
 - Preparation of skid & jig to facilitate the fabrication work, as found necessary.
 - Inspection by HDPEL, IRS & WOT.
 - Destructive or nondestructive test as applicable.
 - All the procedure of QAP to be strictly followed.
- C. Erection of Panel & Blocks at building berth with following conditions:-

- Arrangement of blocks.
- Arrangement & maintain of keel sighting.
- Cutting of MS flat bars from full length steel plates, as found necessary.
- Alignment of blocks / panels.
- Assembly & final welding of panels / blocks.
- Offering for dry survey of spaces / compartment as applicable.
- Destructive / nondestructive, radiography etc. testing.
- Pneumatic and / or hydraulic testing of the compartment in compliance with the rules & regulation of classification societies.
- All the procedures of QAP to be strictly followed.

The contractors who are willing and capable to undertake the job of pre-fabrication and fabrication in the form of Ship's Blocks / Panel of hull & superstructure at their own yard shall have to deposit Revolving Bank Guarantee for the equivalent value of raw materials of 60 Ton maximum which can be drawn by the contractors. Next phase of raw materials (also subject to maximum 60 Ton) can be drawn by the contractor in proportionate delivery of finished Blocks/Panels against earlier phase at our Yard.

Under this option, the contractor has to pre-fabricate and fabricate the hull & superstructure in the form of blocks/panels at their own yard/premises.

Collection of raw-materials from HDPEL's Nazirgunge Works and delivery of the finished blocks/panels at HDPEL's Nazirgunge Works are to be carried out by the contractors at their cost and responsibility.

Scrap:

All generated scraps are the property of HDPEL. Hence, all such scraps are to be returned back to HDPEL along with the delivery of finished Blocks / Panels in each phase. However 2% of supplied material shall be considered as cutting / burning loss.

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 state 4 & service unto sea state 6.

2.3 Place of work:

EITHER AT

(For 2.1A & 2.1 B)

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

OR AT

Contractor's own Premises

(For 2.1 C)

Only at HDPEL's Nazirgunge Works.

2.4 Quantity of work:

Quantum of steel work offloaded to Subcontractors will exclusively depend on the performance of respective subcontractor.

2.5 HDPEL's Scope of free supply: Working space, electricity (CESC), water, drawings, steel plates, sections, primer paints and material handling facility, and storage space for tools as available with Nazirgunge Works for Contractors who are willing to execute at HDPEL's Yard.

OR

Steel plates, sections, primer paints & drawings for pre-fabrication & fabrication of Blocks & Panels for Contractors who are willing to execute at their own premises.

2.6 Contractor's Scope of supply:

A. (For executing at HDPEL's Yard) Qualified Supervisors/Site in-charge, IRS certified welders, adequate number of workmen, Consumables like class-approved electrodes, Oxy-acetylene gases, grinding discs, material for DP testing and other materials required for completion of jobs, welding machines with accessories, gas set arrangements, grinding machine, other equipment necessary for shipbuilding, tools & tackles, Coarse Sand, compressors, spray painting machines, brushes, safety equipment, electrical mains and other materials not covered under HDPEL's scope.

B. (For Contractors executing at their own Yard) Working space, Electricity, Material handling facility, storage space & water during the fabrication of blocks/panels at contractors premises. However, all other requirement as mentioned above (A) shall remain same.

2.7 Quality Control.

The vessel is classed by IRS and will be overseeing by WOT of Indian Navy. Hence, the contractor should have adequate QC facilities 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 & ISO organization) and WOT, Indian Navy requirement.

2.8. Inspection :-

Bidders will be required to abide by the approved Quality Assurance Plan (QAP). Inspection at various stages will be carried out by HDPEL, WOT & IRS as per standard shipbuilding practice. While Inspection authority will carry out inspection for the stages defined in QAP, HDPEL has the right to carry out random inspection independently to ensure that the contractor is adhering to laid down conditions in terms of quality of work, qualification of the personnel. The Contractor shall provide free access to the work being done for such inspection. Inspection charges/relevant fees will be born by HDPEL. However, contractor has to arrange & coordinate the inspection.

2.9. Testing to be carried out by the Contractor: Dry Survey, Radiography, hydraulic pressure test, hose test, DP test and other NDT as required necessary are to be carried by the Contractors. Relevant costs except dry survey will be borne by the contractors.

- 3.0 Rectification Work: To be carried out, due to fault of the Contractor, if any, as per recommendation of Surveyors / inspection authority without any additional charges.
- 3.1. Certification of work: Executed work as per specification and terms shall be certified by Head (SBR) and Head (Q.C) of HDPEL or their authorized representatives subject to acceptance of the same by I.R.S. and Owner. Required certification for Sand Blasting & Painting job will be done by our Engineer (P&D) or his authorized representative.
- 3.2 Additional Work:
Additional work, if not mentioned in the drawing/order, are to be carried out by the contractor under written instruction of HDPEL and the same will be settled mutually on completion of the job.
- 3.3. Modification/Re-work :
It may be necessary to carry out modification due to changes in drawings/Client's requirement. The contractor shall incorporate all modifications arising before the commencement of work without any extra cost. The contractor shall carry out all work as per engineering knowledge & as per equipment manual & no rework will be entertained on account of failure to adhere to the same. Any other rework shall be paid extra on man-days basis against certification by HDPEL. In case of addition to existing quantities, you shall be paid on pro-rata basis. In case of new items, you shall be paid on man-days basis against certification by HDPEL.
- 3.4. Measurement:
Itemwise work actually done will be measured by Head (SBR) and Head (Q.C) of HDPEL or their authorized representatives. Certified work done reports shall be the basis of payments.

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) To be completed @ 40 Ton (finished) or above per month for Sl. No. 2.1 A for **panel fabrication.**
 - (b) To be completed @ 60 Ton (finished) or above per month for Sl. No. 2.1 B for **block fabrication.**
 - (c) To be completed @ 80 Ton (finished) or above per month for Sl. No. 2.1 C for **erection.**

HDPEL reserves the right to distribute the work among more than one subcontractor for the speedy completion of the total job.

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. **GUARANTEE PERIOD:**

The contractor has to withstand guarantee against bad workmanship for their part of work for a period of 18 (eighteen) months from the date of completion. Any defect identified during guarantee period is to be attended forthwith without any additional charges.

6. **Payment:** Payment will be released based on progress of work but preferably once in a month. Bill is to be raised with work done certificate and submitted to Accounts department which will be payable within 15 (fifteen) 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.
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.
12. **DEFECTIVE WORK :**
If you are to carry out any rectification work due to your bad workmanship pointed out by LRS surveyor / Owner representative, you will do so at your own cost.
13. **LIST OF WORKMEN AND SUPERVISORS:**
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 :**

(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 :**

It will be operative as per law of the land as usual. Minimum wages act has to be followed.

18. **LIQUIDATED DAMAGE & RISK PURCHASE :**

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 :**

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. **CLASSIFICATION CERTIFICATE BY IRS.**

Your quality of work should be such that it should satisfy the owner of the vessel & IRS surveyor fully and the job would not be considered as complete until and unless the complete satisfaction of the Surveyor/Surveyors has been achieved.

22. **ISSUE OF MATERIALS BY HDPEL:**

The materials which will be supplied by HDPE shall be delivered to you from the yard located within the boundary limit of our workshop. You will ensure usage/consumption of all materials issued by HDPE with maximum care in order to prevent any excessive usage and/or wastage. Norms of usage/consumption laid down by

HDPE for any item shall be faithfully and effectively followed by you. Residual unused material will be the property of the Owner.

23. **CONDITIONS FOR ISSUE OF MATERIALS:**

- (a) You shall notify to HDPE in writing your requirements in advance. In case of delay in obtaining the materials you shall be required to keep in touch with the day to day position regarding supply of all the material, from the stores and to adjust to your working progress so that your labour might not remain idle. It should be clearly understood that no claim whatsoever shall be entertained by us on account of any delay in supplying the materials to you.
- (b) You shall keep proper account of the materials issued to you by us and submit monthly statement showing the materials received and consumed and the balance in hand at any time to our SBR dept./concerned dept.
- (c) All materials supplied to you, shall remain our absolute property and shall not on any account be removed from the site of the work or disposed of by you and shall at all times be open to inspection by us or our representative. All materials lying unused at the time of completion of termination of the contract shall be returned in good conditions to us against valid acknowledgement receipt therefore. However the wasted sand are to be removed from HDPEL site by the contractor and taken back by them.
- (c) After completion of work, the consumption of the materials shall be checked on the basis of theoretical calculation. The difference between the quantity drawn by you minus quantity returned to us and that actually consumed on the work as per theoretical calculation if not returned by you shall be recovered after allowing 5% for irrecoverable loss/authorized variation without prejudice to the provision of relevant conditions regarding return of materials governing the contract.
- (d) The materials issued by us shall be handled carefully by you. If the materials are found to be damaged by you agents or workmen due to their careless handling, recovery for such damaged materials will be effected from the sub-contractor at 200% of the recovery rate plus storage, carriage to site.
Supervision charges, customs duty clearance and freight charges and any other charges involved.
- (e) HDPEL shall provide the work site as existing. Any development of facility if felt required, the same is to be carried out by the sub-contractors at their cost.
- (g) In the case of Option-I B, where the contractors have to collect the raw-materials from HDPEL's yard and deliver the back the finished blocks/panels to HDPEL's yard, the required Road Permit, Transit Insurance, etc. shall be arranged by the contractors at their cost and responsibilities.

24. **STORES, MATERIALS, PLANTS & EQUIPMENTS:**

- (a) The contract for the work is a complete one for labour and workmanship including provision and use of constructions equipment, tools and tackles etc. you shall have to make your own arrangements for all the equipment etc. required for due performance of the contract. We, however, reserve the right of inspecting such equipment, tools and

tackles and reject the same if required in the case of defective or sub-standard materials etc. being used as and when we feel necessary.

- (b) You shall make your own arrangement to procure all constructional plants and equipment, implements etc. for your work, but in an emergency if certain particular machinery, implement or equipment is available with us, the same may be made available to you entirely on our discretion for the period specified at the approved hire charges to be mutually agreed upon.
- (c) You shall be responsible for proper and adequate operation, maintenance and repairs of HDPEL's machinery if any provided which will be carried out as per our instructions. You shall overhaul and hand over the machinery in good working condition at the end of hire period, in any case not later than the stipulated dates of completion for the work on which such machinery are employed. You shall compensate us of any defect, damage or loss those are found in the machinery, implements and equipment.

25. **SUPPLY OF MATERIALS AND LABOUR:**

Except where otherwise specified, you shall at your own expenses supply and provide all the constructional plant, materials, labour (including supervision thereof) transport to or from site and in and about/works/the labour (including supervision thereof) and other things or other kind required for the construction, completion and maintenance of the work.

26. **DELAY IN OBTAINING THE MATERIALS:**

You shall keep yourself in touch with the day to day position regarding the supply of materials from us and to adjust the progress of the work that your labour may not remain idle or there is be any claim due to or arising from delay in obtaining the materials. No claim whatsoever shall be entertained by us on account of delay in supplying the materials.

27. **SECURITY CLEARANCE – GATE PASS, IDENTITY CARDS:**

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.

28. **ASSIGNMENT AND SUB-LETTING :**

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.

29. **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.

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.

- e) Consumption Norms for Steel, Gas & Electrodes: You are to submit advance-working plan (weekly/fort-nightly) to HDPEL for their acceptance.

30. **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.

31. **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.

32. **LAW APPLICABLE :**

The laws of the Union of India shall govern the terms and conditions of the contract.

33. **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.

34. **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.

35. **SECURITY AND DISCLOSURE:**

All individuals directly or indirectly involved with the project will be bonded by the official secret at 1923 and the information given to them shall be treated as strictly confidential and shall not be disclosed to any person(s) not concerned therewith.

36. **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.

37. **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.

38. 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 HOOGLY DOCK & PORT ENGINEERS LIMITED

Head (Production Planning & Control).
Nazirgunge Works

Encl.:

- 1) Rate Schedule ----- Annexure I
- 2) BG Format ----- Annexure II
- 3) GA Drawing of 1000 T Fuel Barge----- Annexure III

Annexure - I

Rate Schedule

(Steel Block Fabrication of Hull & Superstructure including Sand blasting and Primer Painting of 04 nos. 1000 Ton Fuel Barges)

Sl.no.	Description	Rate per finished Ton basis.
A.	Steel Fabrication at HDPEL's Nazirgunge Yard / Contractor's own premises for the following jobs: - (a) As per Scope of Work, Sl. No. 2.1 A (b) As per Scope of Work, Sl. No. 2.1 B (c) As per Scope of Work, Sl. No. 2.1 C Note:- Working Space, Electricity, Material Handling facility & Storage space during fabrication of Blocks and Panels to be provided by Contractors who are willing to execute the work at their premises and collection of raw materials from HDPEL's Nazirgung Works and delivery of the finished Blocks / Panels at HDPEL's Nazirgunge Works will be within their scope of work.	
1	(a) Labour & Labour overheads of panel fabrication as detailed under sl. A (a) above. (b) Labour & Labour overheads of block fabrication as detailed under sl. A (b) above. (c) Labour & Labour overheads of erection of blocks and panels (finished) as detailed under sl. A (c) above.	1. (a) (b) (c)
2.	Labour & Labour overheads for sand blasting & primer painting.	2.
B.	Consumables like class-approved electrodes, Oxy-acetylene gases, grinding discs, material for DP testing and other materials required for completion of jobs, welding machines with accessories, gas set arrangements, grinding machine, other equipment necessary for shipbuilding, tools & tackles, Coarse Sand, compressors, spray painting machines, brushes, safety equipment, electrical mains and other materials not covered under HDPEL's scope.	B.
C.	Total of A & B without Taxes.	C.
D.	Total of A & B with Taxes.	D.

Note: The broad scope is inclusive of but not limited to the above.

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 notwithstanding 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 there under 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.

GA Drawing of 1000 T Fuel Barge

(Please Refer attached GA Drawing)