

**Rs. 1000/- (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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To

Tender Document  
(Through Press & Website)  
For

Steel Fabrication and erection of Hull and Superstructure of 4  
(Four) Nos. 1000 Ton Fuel Barges of Indian Navy.

Tender No.:- HDPEL/Tender/1000T FB/IN/08-09 Dated 05.07.2008

Last Date & Time of Issue of Tender Document : 20<sup>h</sup> July, 2008 up to 02:00 pm.

Due Date & Time of Submission & Opening of Bid : 20<sup>th</sup> July, 2008 at 04:00 pm.

\_\_\_\_\_  
Head (Production Planning & Control)  
Nazirgunge Works

Description of Work :

Steel Fabrication and erection of Hull and Superstructure of 4 (Four) Nos. 1000 Ton Fuel Barges

as per following scope of work and other terms and conditions:-

1.0. Sealed Tenders are invited from experienced firms fulfilling the following eligibility criteria's for Steel Fabrication and Erection of the Hull & Superstructure work for 1000 Ton Fuel Barges (4 nos.) as has been indicated in the tender document.

1.1 Estimated Cost : Rs. 20.00 Crores (Rupees Twenty Crores only).

1.2.1 Eligibility Criterias

i) Average turnover for last three year ending 31<sup>st</sup> March 2008 should be minimum 30% of the value of the estimated cost.

and

ii) In last seven years (as on 31-03-2008) have executed three similar jobs valued at minimum 40% of the estimated cost.

Or

iii) In last seven years (as on 31-03-2008) have executed two similar jobs valued at minimum 50% of the estimated cost.

Or

iv) In last seven years (as on 31-03-2008) have executed at least one similar job valued at minimum 80% of the estimated cost.

Note: 'Similar Jobs' means jobs of Steel Fabrication and Erection of Steel Structural Work for Ships/Marine Vessels.

1.2.2 Must have capacity in executing Steel Fabrication & Erection and welding work of 120 MT minimum per month.

1.2.3 Must have adequate numbers of IRS certified welders, qualified supervisors and possess required 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 criterias (1.2.1, 1.2.2 & 1.2.3). 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 follows:**

Steel fabrication and erection work per M.T. (finish) basis.

1.3.1 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. 1000/- 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 14.07.2008 at 14.00 hrs.

1.5 Earnest Money Deposit:

Tenderers are to submit Earnest Money Deposit for Rs. 40,00,000/- for all the 04 vessels or Rs. 10.00 lacs per vessel in form of Bank Guarantee (format enclosed)/Demand Draft/Pay Order drawn on any Bank at Kolkata in favour of 'Hooghly Dock & Port Engineers Ltd.' E.M.D. of unsuccessful bidders will be returned without any interest. Offers without tender fee and 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 minium period of 90 (Ninty) days from the date of opening.

1.7. Bid rejection criteria :-

- a) The Bids received after tender closing date 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.**

2.1 Description of work:

Steel Fabrication and erection of Hull and Superstructure of 4 (Four) Nos. 1000 Ton Fuel Barges as per enclosed drawing and specification. Approximate Steel Fabrication Work for each vessel shall be 600 MT i.e. 2400 MT in total for 4 vessels.

## 2.2 Description of 1000 Ton Fuel Barges

### Role of the Vessel :

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:-

- a) Length overall : 62.00 m.
- b) Beam extreme : 13.25 m.
- c) Depth : 6.0 m
- d) Draught : 3.3 m.
- e) Displacement : 1700 tons.

**Seaworthiness** : Shall be able to operate upto sea state 4 & service up to sea state 6.

## 2.3 Place of work:

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

## 2.4 Quantity of work:

Steel Fabrication and Erection work of the Hull & Superstructure of 4 nos. 1000 Ton Fuel Barges :- 600 Ton each, i.e. 2400 MT for all the 04 vessels.

## 2.5 HDPEL's Scope of free supply: Working space, electrical power, water, drawings, infrastructural facilities as Mobile/EOT/Goliath Cranes, Trailers, Forklift, Skids and storage space for tools as available with Nazirgunge Works.

## 2.6 Contractor's Scope of Work :

(i) Sand blasting & painting of steel plates & structural (ii) Pre-fabrication and fabrication of Hull & superstructure (iii) arrangement of necessary blocks (iv) erection in the building berth (v) checking, keel sighting and setting up of blocks, as found necessary (vi) dry survey of the entire vessel (vii) Pneumatic and hydraulic testing of the compartments in accordance with the rules and regulation of Classification Society.

## 2.7 Contractor's Scope of supply: (a) All Steel materials i.e. shipbuilding quality steel plates (IS 2062 Gr. B) and structural necessary to complete the vessel (steel materials to be procured through HDPEL) sequentially with the construction schedule without any interruption of work . (b) All necessary consumables viz. Oxy-acetylene gases, Class approved electrodes, Grinding discs, materials for DP testing and any other materials required for completion of the job. (c ) Destructive, Non-destructive, Radiography, DP Tests etc. required for materials/work. (d) Skilled & unskilled workforce (approved welders from Class to be deputed. (e) Competent Engineers, Supervisors and Site In-charge for supervision, monitoring and execution of the job, (f) All welding machines with accessories, gas sets arrangement, grinding machines, any other equipment

necessary for shipbuilding, tools & tackles, lifting arrangements etc. (g) Safety equipments, electric mains, cables and any other materials not covered under the scope of HDPEL'S supply but required for successful completion of the job.

2.8 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 (an ISO organization)and WOT, Indian Navy requirement.

2.9 Inspection:

Bidders will be required to prepare and finalize the Quality Assurance Plan (QAP) with HDPEL/IRS. 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.

2.10 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.

2.11 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.

3.0 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.

3.1 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.

3.2 Measurement:

Itemwise work actually done will be measured by Head (SBR) and Head (Q.C) of HDPEL or their authorized representatives and recorded registered to be maintained by site officers of HDPEL. 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 has to convey acceptance of the purchase order in writing within three days from the date of receipt.
  
2. (A) **Split/Parallel Order :**  
In case competent bidder is available, HDPEL prefers to give contract for all the vessels to a single bidder. If, however, in HDPEL's opinion, no single firm is able to prove capacity to undertake all the vessels, the lowest bidder will be given option to choose the vessel. HDPEL though reserves the right (a) to accept / reject any or all offers in part/full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. (b) to consider placement of order in part or in full against the tendered quantity.  
  
(B) **Completion Period :-**  
(a) In the event of distribution of entire contract for construction of all the 04 vessels among more than one contractor, the completion period of each individual vessel shall be maximum 10 months. (b) In the event the entire contract is awarded to one contractor the completion period will be as follows :-  
  

For 1 <sup>st</sup> vessel	: Within 10 months.
For 2 <sup>nd</sup> vessel	: Within 12 months.
For 3 <sup>rd</sup> vessel	: Within 15 months.
For 4 <sup>th</sup> vessel	: Within 18 months.
  
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 from any Nationalized bank with validity of respective completion period 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. The Deposit so submitted shall bear no interest.
  
4. **PERFORMANCE GUARANTEE :**  
In the event of placement of order, the successful contractor(s) has to submit Performance Guarantee towards quality of material used and workmanship for 10% value of the order in the form of Demand Draft/Pay Order/BG (as per enclosed format) before commencement of work which will be returned/released without any interest on successful completion of the job.
  
5. **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 contractual obligation and 10% will be retained till completion of the vessel and be released thereafter. Taxes applicable as per rule will be realized from the bills.

**The funds received from Indian Navy shall be held in an ESCROW account for the proportionate part of job and back-to-back payment will be released subject to fulfillment of contractual obligation.**

6. **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.
7. **INCOME TAX:**  
Will be deducted at source as per Income Tax Sec.194(c).
8. **TAXES:**  
All taxes will be applicable as per rule.
9. **WORKING BEYOND NORMAL WORKING HOUSES :**  
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.
10. **ESI/EMPLOYEES' PROVIDENT FUND FORMALITIES :**  
E.S.I. and Provident fund registration of the bidders are must. All rules/regulations for working in PSU premises will be applicable strictly.
11. **DEFECTIVE WORK :**  
If you are to carry out any rectification work due to your bad workmanship pointed out by IRS surveyor / Owner representative, you will do so at your own cost.
12. **LIST OF WORKMEN AND SUPERVISORS:**  
You shall submit a list of workmen/supervisors to be engaged in the work, to our **Personnel and Administrative Dept.**, in triplicate, under advice to our Security Dept. (Gate Office).
13. **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.
14. **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.

15. **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.

16. **CONTRACT LABOUR :**

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.
- (d) 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.
- (e) The materials issued by us shall be handled carefully by you. If the materials are found to be damaged by your 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.

- (f) 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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **LAW APPLICABLE :**

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

31. **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.

32. **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.
33. **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.
34. **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.
35. Registered SSI units, NSIC 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

Encl.: As Stated.

Head (Production Planning & Control).  
Nazirgunge Works

**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, 2<sup>nd</sup> 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.