

Rs. 200/- (Non-transferable)

**HOOGHLY DOCK & PORT ENGINEERS LTD.**

(A GOVT. OF INDIA UNDERTAKING)

UNIT : NAZIRGUNGE WORKS

P.O. - D.S. Lane, Howrah 711 109

WEST BENGAL - INDIA

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To

**OPEN TENDER**

**For**

**HIRING OF ONE TRUCK MOUNTED 20 TON CRANE ALONGWITH  
OPERATOR FOR MOVEMENT OF GOODS/ MATERIALS AT NAZIRGUNGE  
& SALKIA WORKS FOR EIGHTEEN MONTHS EXTENDABLE FOR  
ANOTHER SIX MONTHS.**

**Tender No.:- 10/0015/09-10/CRANE HIRING**

**SALE** : From 10.07.2009 to 24.07.2009  
**DUE DATE OF SUBMISSION** : On 27.07.2009 upto 2 p.m  
**DUE DATE OF OPENING** : On 27.07.2009 at 3 p.m.  
**PLACE OF OPENING** : NAZIRGUNGE WORKS,  
HOWRAH – 711 109.

**HEAD (MATERIALS)  
NAZIRGUNGE WORKS**

Notice Inviting Tender No 10/0015/09-10/CRANE HIRING

1.0. Sealed offers (in two part bids) are invited from reputed, experienced firm for hiring of one Truck mounted 20 Ton capacity crane alongwith operator for a period of Eighteen months (extendable for another six months) as per technical requirement and terms & conditions **enclosed**.

1.1. Tenders are to be submitted in two parts ad follows :-

Part – I (Techno-Commercial Bid) :

To contain technical particulars of the equipment offered, copies of Registration, Road Permit etc. taxes, duties, mobilization time, terms of payment, EARNEST MONEY DEPOSIT, and acceptance of terms and conditions of NIT.

Part – II : Only price Per day (16 hours), Per month (26 days) & yearly

**Note:** The quoted rates shall be applicable for 16 hours per day of the crane considering 26 days in a month. Two days Lay off will be considered on requirement basis. Payment will be made through A/C Payee Cheque.

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 at Nazirgunge Works positively within due date of submission.

1.2. Tender documents can be had from the office of Head (Materials), HDPEL, Nazirgunge Works against application and on payment of non-refundable Rs. 200/- (by cash/D.D. in favour of Hooghly Dock & Port Engineers Ltd., payable at Kolkata) on working days between 9.00 to 16.00 hrs except Saturdays & Sundays. Request for sending the bidding documents shall not be entertained.

Bidders downloading the documents from HDPEL's website are required to submit the tender fee Rs. 200 / - through Demand Draft alongwith their Techno-commercial bid.

1.3. Earnest Money Deposit :

Tenderers are to submit Earnest Money Deposit for Rs. 75,000/- ( Seventy Five thousand only) either in form of Demand Draft in favour of Hooghly Dock & port Engineers Ltd from any Nationalized Bank and payable at Kolkata OR in form of Bank Guarantee as per enclosed format. The EMD shall not bear any interest and shall be returned to unsuccessful bidders. Offers without tender fee and Earnest Money Deposit may be liable for rejection.

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- 1.4. Original tender documents duly stamped and signed are to be returned with Techno-Commercial bid as a token of acceptance of terms & conditions there-in.
- 1.5. Offers are to be kept valid for a minimum period of 90 (ninety) days from the date of opening.
- 1.6. HDPEL reserves the right to reject any or all the offers without assigning any reason to the tenderers and also extension of due date in the event of in-sufficient response.

**2. GENERAL TERMS & CONDITIONS**

- 2.1. Acceptance of Order :  
In the event of placement of order, the successful bidder has to convey acceptance of the Purchase Order in writing within seven days from the date of receipt.
- 2.2. Mobilization time:  
To be mobilized within 7 (seven) days from the date of receipt of Purchase Order. .
- 2.3. Price :-  
(Hire Charges) : Hire charges to be quoted per day( 16 hours), per month (26 days ) basis as well as yearly basis.
- 2.4. Security deposit :  
In the event of placement of order the successful bidder has to submit Security Deposit for 5 (five) percent of the order value in form of Bank Draft drawn in favour of Hooghly Dock & Port Engineers Ltd., payable at Kolkata by any Nationalized India Bank or in form of Bank Guarantee as per enclosed format. Security deposit to be submitted shall not fetch any interest and shall be returned/refunded on successful execution of order. Security deposit to be submitted within 15 (fifteen) days from the date of receipt of Purchase Order.
- 2.5. Payment :  
Payment of bills duly certified by HDPEL authority shall be released monthly basis. Break down hours will be deducted at pro-rata basis.
- 2.6. Risk Purchase:  
In the event of failure in executing the order in line with contractual terms, HDPEL reserves the right to cancel the order, forfeit the Security deposit and hire the services from any other source at your risk & cost
- 2.7. Arbitration & Jurisdiction:  
In case of any dispute, the matter shall be settled by arbitration by the Chairman & Managing Director of Hooghly Dock & Port Engineers Ltd. who will be the sole arbitrator. The High Court at Kolkata shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract.

FOR HOOGHLY DOCK & PORT ENGINEERS LTD.,

HEAD (MATERIALS)  
NAZIRGUNGE WORKS

Encl: Formats for Bank Guarantees.

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**3. Technical Parameters of the Crane :**

- I. Full Load : 20 TONS.
- II. Truck mounted, hydraulic type with conventional wheels.
- III. Fly Jib.
- IV. Loading Computer.
- V. Shall pick up 12 Tons at 6 Mtr. Radius at 12 Mtr. Boom Length.
- VI. Minimum boom requirement – 24 Mtr.
- VII. Boom requirement with Fly Jib - 35 - 40 Mtr.
- VIII. Ball Hook.
- IX. Separate Winch for Fly Jib operations.
- X. Main Crane Engine should not drive Crane System i.e. separate engine for crane must be installed.
- XI. Wire rope should be brand new with adequate dimensions and with valid test certificate.
- XII. The equipment should be original. No changes in equipment/ modification will be allowed.

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4. **Special Terms** :-

- 4.1, The agency shall engage one crane 20 Ton capacity, available for service for 24 hours per day on hired basis for handling and movement, transportation of raw materials, machineries, pre-fabricated, fabricated Steel blocks or any other goods/materials within the area of Nazirgunge / Salkia Works, HDPEL. Howrah.
- 4.1.1 Intending bidders may visit the site, discuss with HDPEL authority about the scope of work before submission of offer. No plea of ignorance shall be accepted after opening of tenders.
- 4.1.2 Crane should be in good working condition. The equipment should have upto date Road tax permit, Registration and Insurance coverage under M.V. Act.
- 4.1.3 The crane is to be provided with Operator/Driver having valid licence.
- 4.1.4 The crane has to run/operate for 16 hours per day. In case operation of the crane is required beyond 16 hours, payment will be made on pro-rata basis for the extended period. For maintenance/servicing 2 (two) days per month will be allowed in a manner to be decided by HDPEL authority.-
- 4.1.5 High Speed Diesel Oil shall be supplied by HDPEL @ 5 (Five) Ltrs / running hour free of cost. However, engine oil, lubricants etc required are within the scope of supply of the contractor.
- 4.1.6 The period of contract will be eighteen months from the date of commencement of the job and may be extended for further period of six months as per requirement/direction of HDPEL on satisfactory performance.
- 4.1.7 The intending bidders shall get fully informed/appraised himself of all local conditions and factors which may have any effect on execution of the work covered under this tender. HDPEL shall not entertain any request from the bidders regarding such local conditions. It must be understood and agreed that such factors have been considered while submitting the tender.
- 4.1.8 The successful bidders are to keep adequate quantities of spares during operational period to avoid disruption of services.

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- 4.2. The intending bidders are to submit full information supported with documentary evidence pertaining to experience, financial capabilities satisfying their ability to execute the work.
- 4.2.1. No tools, spare parts, except H.S.D. will be supplied by HDPEL. The successful bidder has to follow all statutory rules & regulations applicable for working with PSU premises. Insurance (ESI & PF) of the employees to be engaged by the successful bidder at their own cost & responsibility. The crane must have valid Load Test Certificate
- 4.2.2. With regard to execution of the work, the successful bidder shall have to abide by the instruction of HDPEL authority in all respect.
- 4.2.3. If the performance in whole or part of any term/obligation under the contract is found unsatisfactory continually for a period of 7 (seven) days, the contract may be terminated at the discretion of HDPEL. Breakdown hours will be deducted on pro-rata basis.
- 4.2.4. No maintenance charges will be payable by HDPEL. In case the performance of the equipment is found unsatisfactory, the same may be de-hired as per discretion of HDPEL. No escalation shall be considered on any account what so ever during tenure of the contract.
- 4.2.5. Necessary safety, health and environment norms as per extant rules are to be strictly followed without any extra cost.
- 4.2.6. Operational Log Book, showing all details (like running hours, HSD consumption, break down etc) shall be maintained jointly with HDPEL.
- 4.2.7. In case the Crane fails to work for more than 2 (two) days HDPEL reserves the right to engage other agency to provide services at your risk & cost.
- 4.2.8. Utmost care is to be taken during operation of the crane to avoid any damage to HDPEL/ third party property. Willful damage is to be compensated in full.

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**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, (Ref.....) 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.

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.