

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

PHONE : 91-(033)2688-8000

FAX NO.: (033) 2688-5852/7486

E-MAIL : hdpelnw@satyam.net.in

: hdpelnwmsd@gmail.com

Website : www.hooghlydock.gov.in

Regd. Office :-

Martin Burn Hose,

**1, R.N. Mukherjee Road (2nd Floor),
Kolkata – 700 001.**

Phone no. : 91(033)-2243-0419.

FAX No. : 91(033)-2243-0418.

E-Mail : hdpeltd@cal2.vsnl.net.in

To

OPEN TENDER

For

**MANUFACTURE & SUPPLY OF AIR COMPRESSOR & AIR
RECEIVER FOR WORK BOAT – SIX NOS.**

Tender No.:- 10/0079/08-09/W.BOATS/COMPRESSOR

SALE

FROM 11.09.2009 TO 4 PM - 01.10.09.

DUE DATE OF SUBMISSION

UPTO 2 PM - 05.10.2009.

DUE DATE OF OPENING

AT 3 PM ON - 05.10.2009.

PLACE OF OPENING

**NAZIRGUNGE WORKS,
HOWRAH – 711 109.**

**HEAD (MATERIALS)
NAZIRGUNGE WORKS**

Notice Inviting Tender No. 10/0079/08-09/W.BOATS/COMPRESSOR

2.0. Sealed offers (in two part bids) are invited from manufacturers/their authorized dealers/Agents for supply of Air Compressor & Air Receiver for Work Boat – 6 Nos. as per technical specification and general terms & conditions appended herewith.

1.1. Pre-qualification criteria :

Average financial turnover during last 3 (three) years ending 31st March'2008 should not be less than Rs. 07 (Seven) lacs.

(b) (i) Bidders must have executed similar orders for Shipyards during last two years ending 31.03.2009.

(iii) Bidders must have experience, manufacturing facilities, competent personnel and facilities for after- sales service.

Note :-

Similar order means supply of Air Compressor & Air Receiver ships/vessels under approval of Classification Societies.

1.2. Bidders must have authorized dealers/own establishment for providing services during commissioning and also after-Sales Service and supply of spares.

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

Part – I (Techno-Commercial Bid) :

To contain copies of credentials in support of eligibility criteria as stipulated in clause nos. 1.1 and 1.2., technical particulars of the equipments offered, literatures, taxes, duties, delivery time, terms of payment, EARNEST MONEY DEPOSIT, and acceptance of terms and conditions of NIT. List of recommended spares and tools & original NIT duly signed.

Part – II : Only price (unit and total).

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.

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- 1.4.1. Tender documents can be had from the office of Head (Materials), HDPEL, Nazirgunge Works against application and on payment of non-refundable Rs.200/- or equivalent foreign currency (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. Dealers of manufacturers may collect the documents from HDPEL's designated office on application. 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 / - or equivalent foreign currency through Demand Draft alongwith their Techno-commercial bid.

1.4. Earnest Money Deposit :

Tenderers are to submit Earnest Money Deposit for Rs. 10,000/- (Ten Thousand only) or equivalent foreign currency (for overseas bidder) 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. In case Bank Guarantee is submitted from any Foreign Bank, the same needs to be confirmed by any Bank in India.

- 1.5. Original tender documents duly stamped and signed are to be returned with Techno-Commercial bid as a token of acceptance of terms & conditions therein.
- 1.6. Offers are to be kept valid for a minimum period of 90 (ninety) days from the date of opening.
- 1.7. 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.
- 1.8. Purchase preference in respect of equipment/product of CPSE/CPSU will be applicable for similar equipment on tender as per extant policy of Govt. of India.
- 1.9. Bidders submitting offer for equipments of overseas origin should submit F.O.B & CIF prices. In that event, Bank Guarantees to be submitted, if from any foreign bank, the same has to be got confirmed by any Indian Bank or Indian Branch of the issuing bank.

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3. GENERAL TERMS & CONDITIONS

3.1. 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.

3.2. Delivery time:

To be completed within 03 three) months from the date of receipt of order.

3.3. Price :-

Price to be quoted by bidders shall be delivery upto HDPEL basis. Applicable tax, duties, insurance etc. are to be indicated in the techno-commercial bid. Overseas Bidders are to quote FOB Price. Freight & Insurance charges will be borne by HDPEL in Indian Currency .

3.4. 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. Bank Guarantee submitted from any Foreign Bank needs to be confirmed by and Bank in India.

3.5. Performance Guarantee :

Successful bidder has to submit Performance Bank Guarantee for 10% value of the order towards quality of material supplied and performance of the equipments valid for a period of 18 (eighteen) months from the date of commissioning or 24 months from the date of supply which ever is earlier. The Bank Guarantee to be submitted shall have validity of 18 months with additional claim period of one month. Format of Bank Guarantee is **enclosed**. Bank Guarantee submitted from any Foreign Bank needs to be confirmed by any Bank in India.

3.6. Liquidated Damage :

In the event of delay in executing the order beyond the stipulated delivery period, Liquidated damage @ 1 (one) percent per week's delay or part thereof subject to a maximum of 10% of the order value shall be imposed and stand recoverable from the successful bidder.

3.7. Risk Purchase:

In the event of failure in executing the order within the contractual delivery period, HDPEL reserves the right to cancel the order, forfeit the Security deposit and procure the materials from any other source at the risk & cost of the supplier.

3.8. Force Majeure :

It shall be limited to “Act of God” or Lockout at your Works. The same is not applicable to your sub-contractor. Such information are to be given to the buyer instantly on occurrence.

3.9. 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.(2 nos.)

PERFORMANCE GUARANTEE

This agreement made this _____ day _____ 200_____
between _____

(Name of the Bank & Address)

_____ (hereinafter called the 'Bank' which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the one part and Hooghly Dock & Port Engineers Ltd., a Government of India undertaking having its registered office at 1, R. N. Mukherjee Road, Kolkata – 700 001 (hereinafter called 'the Company' which expression shall, unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the other part.

Whereas M/S _____

(Name & Address of the Company)

_____ (hereinafter called the Contractor's which expression shall unless repugnant to the subject or context include its successors and assignees, legal representatives and administrators) received from the company an order no. _____ dated _____ (hereinafter called the said Agreement) to manufacture / supply / erect / commission / repair / renovate _____

(Order Particulars)

_____ in accordance with the said Agreement. AND WHEREAS the contractor has undertaken to manufacture / supply / erect / commission / repair / renovate _____ and is required under the said Agreement to furnish one Bank Guarantee for Rs. _____ (Rupees _____) being _____ % of the price of the contract value to the Contractor towards due performance and workmanship of the goods for a period of _____ months from the date of dispatch / commission.

And whereas the Bank at the request of the Contractor has agreed to furnish in favour of the Company the said bank guarantee in the manner hereinafter appearing.

2. We, _____ Bank _____ branch do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractors of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. 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. _____

3. 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 agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or till the Company certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing and received by us on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

4. We, _____ Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) and or forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

6. Notwithstanding anything contained herein before our liability under this guarantee will be restricted to Rs. _____ (Rupees _____). Unless a claim in writing is made on us on or before _____ day of _____ 200__ we will be discharged from all our liabilities hereunder.

Dated the _____ day of _____ 200____ for
_____ Bank Ltd.

Note: This bank guarantee should be submitted in the banker's sealed envelope and the claim period should be for 30 days from date of expiry of this B.G.A confirmatory letter from the issuing bank is also to be submitted in this context.

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.

Notice Inviting Tender no. 10/0079/08-09/W.BOATS/COMPRESSOR

TECHNICAL SPECIFICATION FOR SUPPLY OF 6 SETS – AIR COMPRESSOR WITH AIR RECEIVER FOR IWAI WORK BOATS.

QUANTITY :- AIR COMPRESSORE & RECEIVER – 06 SETS.

- 1] Air Compressor: Electric Motor Driven Air Compressor, Capacity: 20m³/hr. at 10 bar. Compressor should be air cooled and equipped with at least safety valves, automatic start device, pressure gauge, oil and water separator and oil level indicator. Motor should be marine duty, protection class IP 44, 415 Volt 3 ph AC, from suitable make. Compressor and Motor set to be complete with control cum starter panel.

- 6 nos.

- 2] Air Receiver: Capacity – 300 Ltr. At 10 bar. Compressor and Air Receiver are to be supplied alongwith class certificate. Air receiver to be fitted with pressure gauges, pressure operated switches for loading / unloading of air compressor, drains relief valves, fusible plug, manhole covers.

- 6 nos.

Note:

- i] Compressor sets are to be supplied alongwith Anti-Vibration Mounting since the equipment will be fitted on board the vessel.
- ii] Your offer should include the supply of spares & Tools for each compressor set.
- iii] 4(Four) sets of MANUAL for each compressor set are to be supplied.
- iv] Your offer must accompany the GA Drawing.
- v] Bidders must have authorized dealers/own establishment for providing service during commissioning and also after-sales service as well as supply of spares.

Head (Materials)-NW