

HOOGHLY DOCK & PORT ENGINEERS LTD.

(A GOVT. OF INDIA UNDERTAKING)

UNIT : NAZIRGUNGE WORKS

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Regd. Office :-

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To
M/S

**SUB : TENDER ENQUIRY FOR MANUFACTURE & SUPPLY OF CLEAR VIEW
SCREEN -1 no. & WINDOW WIPER - 2 nos. FOR
SELF-LOADING CARGO VESSEL (YD.NO.P-122)**

Tender No.10/SS-3176/05-06/ P-122/E-150 dt. 20.05.2010

DUE DATE OF SUBMISSION : 07.06.2010

HEAD (MATERIALS)
NAZIRGUNGE WORKS

Tender No.:- 10/ SS-3176/05-06/ P-122/E- 150 dt. 20.05.2010

1.0. Sealed offers (in two part bids) are invited from manufacturers/authorized dealers/distributors for supply of Clear View Screen – 1 no. and Window Wiper – 2 nos. for SLCV (yd.no.P/122) as per technical specification and general terms & conditions appended herewith.

1.1. Pre-qualification criteria :

(a) Bidders must have executed similar orders for Shipyards during last two years ending 31.03.2010.

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

Note :-

Similar order means supply of Clear View Screen . and Window Wiper to any shipyard.

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

1.3. Tenders are to be submitted in two parts as follows :-

Part – I (Techno-Commercial Bid) : (IN TRIPLICATE)

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, list of spares, tools, B&D spares, confirmation/documents as per technical specification, G.A.. drg., and acceptance of terms and conditions of Tender Enquiry. List of recommended spares and tools , List of non-compliance to HDPEL requirement.

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. Offers are to be kept valid for a minimum period of 90 (ninety) days from the date of opening.
- 1.5. 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 insufficient response.
- 1.6. 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.
- 1.7. 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 insufficient 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.

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. Delivery time

We require the material s urgently. Request you to offer your earliest delivery Time.

2.3 Price : –

Price to be quoted by bidders shall be delivery upto HDPEL yards basis. Applicable tax, duties, insurance etc. are to be indicated in the techno-commercial bid.

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 on successful execution of order. Security deposit is to be submitted within 15 (fifteen) days from the date of receipt of Purchase Order.

2.6. 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 delivery of vessel or 24 months from the date of supply of materials which ever is earlier. The Bank Guarantee to be submitted shall have validity for the guarantee period with additional claim period of one month. Format of Bank Guarantee is **enclosed**.

2.7. Liquidated Damage :

In the even 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.

2.8. 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.

2.9. 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.

2.10. 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:

1. Technical Specification.
- 2.. Formats for Bank Guarantees.(2 nos.)
3. Sketch one no.

Scope of supply & Technical Specification

Marine Type Clear View Screen & Window Wiper for SLCV-122

1(a) **Clear View Screen** - 1 no.

Marine Type 350mm dia Clear View Screen with heating element

Hole in Glass : 405mm

Power Supply : 24V DC

Maximum Power Consumption : 01 Amp.

Clear Light : Ø 350mm

Control Box : Console mounted.

(b) **Installation, operation & maintenance manual – 04 sets**

(c) **Manufacturer's Test Certificate – 04 sets**

Note: I) Sketch for Glass Cut out is to be submitted along with Technical offer.
II) Electrical Connection drawing to be submitted along with Technical offer.

2(a). **Window Wiper** - 2 nos.

Marine Type Straight Line Window Wiper fitted with motor

Length of Stoke : 700 mm

Length of Arm : 470 mm

Length of Blade : 400 mm

Motor Gear Box Supply : 24V DC

Heating Element supply : 24V DC

Control Box & Timer : Mounted in Console

(b) **Installation, operation & maintenance manual – 04 sets**

(c) **Manufacturer's Test Certificate – 04 sets**

Note: I) Sketch for Glass Cut out is to be submitted along with Technical offer.
II) Electrical Connection drawing to be submitted along with Technical offer.

for Hooghly Dock & Port Engineers Ltd.

Head (Materials)-NW

PERFORMANCE GUARANTEE

This agreement made this _____ day _____ 20____
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. _____

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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.

Tender No. 10/0340 & SS-3176/05-06/HSD & P-121/E-99 dt. 09.11.2009

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, (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 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 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.