

NOTICE INVITING TENDER

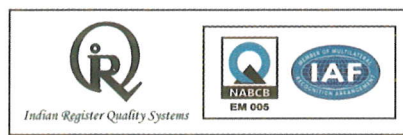
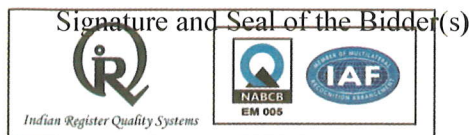
Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Work, General Terms and Conditions and Special Terms attached.

Tender No. & date	HCSL/OPS/YS/TEN/185/2023-24,	Dated 07.11.2023
Scope of work	Hiring of Trailer Truck (40 Ft, 35 Ton capacity) for a period of 1 year for Movement of Goods/Hull Blocks inside HCSL Nazirgunge Unit	
Type of Tender	Two Bid	
Cost of tender form	NIL	
Earnest Money Deposit (EMD)	Rs 39000/-	
Last date & time of receipt of tender	28.11.2023 at 1500 Hrs.	
Date & time of opening of technical bid	29.11.2023.2023 at 1530 Hrs.	
Tenure of contract	One Year Extendable to another one year (Subject to approval)	
Officer - in - Charge	Name: Siddharth Mohanty Designation: Manager (Marine & Central Services) Email: siddharth.mohanty@hooghlycsl.com Phone No: +91 7489858690	

Tender reference should be clearly indicated on top of the respective envelopes.

Sealed tenders in Two cover system (Prequalification cum Technical and Price Bid) addressed to **The DGM (P&O)** shall be dropped in the HCSL tender box or courier to **Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109** before the due date and time.

Tender administration: Tender procedure/administration/evaluation including correspondences will be done M/s. Hooghly Cochin Shipyard Limited, Howrah and awarding of contract will be done by M/s. Hooghly Cochin Shipyard Limited, Howrah, West Bengal.



1. Minimum qualification criteria for participating in the tender will be as follows:

- i. The contractor / Agency should be registered with appropriate registration and documents related to be submitted and to be registered under companies act.
- ii. The intending bidder must have successfully completed any rate contract of minimum 1 year tenure period for similar scope of work
- iii. Contractor shall submit the valid proof like Work Orders along with GST Invoice, Work Completion certificates, GSTR-1 for the work carried out against the work credentials
- iv. The contractor shall have successfully completed at least one work as mentioned below in last 5 years from the date of issue of tender document. The value of one work should not be less than Rs. 16 Lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

Or

The contractor shall have successfully completed of at least two works in last 5 years from the date of issue of tender document. The value of each work should not be less than Rs. 10 Lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

Or

The contractor shall have successfully completed of at least three in last 5 years from the date of issue of tender document. The value of each work should not be less than Rs. 8 Lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

Note:

- a) Last 5 years means day ending last day of month previous to one in which applications are invited.
- b) The value of executed works shall be brought to current costing level by enhancing the actual value of works at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of tender document. HCSL will convert all amounts stated in various currencies to equivalent Indian Rupees (INR) based on the exchange rate at the closing of corresponding financial year (31 March) authorized by nationalized bank.
- v. The Annual Turnover of the contractor should be more than Rs. 10 Lakhs in each financial year for the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, and 2022-23) should be submitted along with the application for prequalification).



- vi. The Tenderer should enclose copy of EPF (if applicable), ESI (if applicable), PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document).
- vii. Offers from joint ventures/consortium will not be accepted.
- viii. Net worth of the contractor must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)

The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.com>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.com or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

Tender administration: Tender procedure/administration/evaluation including correspondences and awarding of contract will be done M/s Hooghly Cochin Shipyard Limited, Howrah, West Bengal.

Officer - in - Charge for the above work:

Name: Siddharth Mohanty
Designation Manager (Marine & Central Services)
Email Siddharth.mohanty@hooghlycsl.com
Phone No +91 7489858690



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For Hooghly Cochin Shipyard Limited

Signature and Seal of the Contractor(s)

कमांडर पी के मीश्रा (से. नि)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
हूगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

Annexure - 1

A) SCOPE OF SUPPLY

Supply of Trailer Truck (40 Ft, 35 Ton capacity) for a period of 1 year for Movement of Goods/Hull Blocks inside HCSL Nazirgunge Unit

Contractor's Scope of Work:

1. Providing 35 TON, 40Ft Trailer capacity trailer truck.
2. Provide Driver with heavy vehicle license for driving the truck.
3. Provide helper to assist.
4. Provide Lashing accessories.
5. Provide fuel, consumable items & maintenance charges for the trailer truck.
6. The Trailer Driver & helper should be aware of traffic rules & regulations.
7. Any permit, fines & damages will be in vendor's scope

HCSL Scope of work

1. Rigger assistance with Lifting tools & tackles for loading/unloading of goods from trailer
2. Crane/MHE support
3. Any permits inside HCSL premises.

B) IMPORTANT INSTRUCTION

Contractors shall take notice on the following points for its strict compliance

As the items are critically required, non-compliance of any of the following points will invite disqualification of the submitted offer without any further communication/ notice from this office in this regard.

- I. For the consideration of the offer and its price bid opening, Contractors should ensure the compliance of following points (which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and techno-commercial check list herewith.
 1. Pre-Qualification Criterion
 2. EMD/ Bid Security Declaration
 3. Non-Deployment Charge (Liquidated Damage)
 4. Payment terms
 5. Validity of offer
 6. Security deposit
 7. Guarantee
 8. Risk purchase
 9. ESIC/EPF as applicable
 10. Self-certified copy of MSE/NSIC certificate in **relevant** field, if applicable
 11. Price bid to be submitted in the price bid format attached at Annexure-3
 12. Un-priced bid as per Annexure-3 to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable & details like quoted/nil/included to be mentioned for each line item.

II. MSME/NSIC BENEFITS:

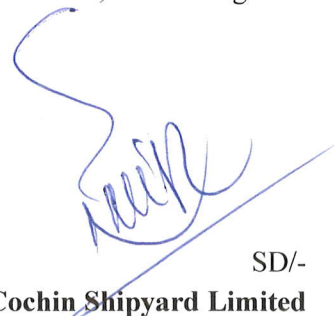
- a. The following benefits are extended for all the firms who are registered with District Industries Center and come under the category of **Micro and Small** Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's orders, 2012, all MSE contractors are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.
- Tender Forms Shall Be Issued Free of Cost.
 - Payment of earnest money deposit (EMD) is exempted.
 - The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.

- b. For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit also extended in addition to above.

Waiver of security deposit (SD) for the performance of the contract (10% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (5% of order value by the way of bank guarantee) to be submitted by the firm as applicable.

- c. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.
- d. When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement shall be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 25% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from district industries center / NSIC, for qualifying in the above criteria.
- e. In the case of tender item non-splitable or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.
- f. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

- III. It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/S Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.


SD/-

For Hooghly Cochin Shipyard Limited

Annexure - 2

A) ELIGIBILITY CRITERIA

1. Description of Work

- 1.1 Supply of Trailer Truck (40 Ft, 35 Ton capacity) for a period of 1 year for Movement of Goods/Hull Blocks inside HCSL Nazirgunge Unit including 01 Nos- Trailer Driver, 01 No- Helper, Lashing Accessories, Fuel & Maintenance Charges.
- 1.2 In case of future requirement, if so, required by HCSL, the contractor has to provide additional services on pro rata additional payment.
- 1.3 HCSL reserves the right to reject any Operators/Workmen provided by the contractor who:
 - Fails to meet the criteria for qualification/attributes.
 - Is unable to meet the requirements of job profile mentioned.
 - Misbehaves or disobeys any superior person placed above him for the discharge of his work.
 - If mentally or physically unfit
- 1.4 During this period the trailer truck along with driver and helper and all required lashing accessories should be available at HCSL, Nazirgunje.
- 1.5 In case of requirement of the services of the trailer truck beyond the normal work period, Overtime shall be provided as and when required by HCSL.
- 1.6 Working time shall be from 08:30 hrs. To 17:30 hrs. Including fixed 30 minutes for lunch break and 30 minutes for Tea break (15 minutes in morning and 15 minutes in afternoon). HCSL holiday calendar will be applicable.
- 1.7 Sometimes working time will be changed from normal working time. Any changes in normal working time will be intimated at least one day before. The Driver & helper will receive one day weekly off, and that will not necessarily be Sunday.
- 1.8 The day of weekly off will be decided by HCSL officials. Absence of either driver or helper on a working day will be counted as non availability of trailer.
- 1.9 Contractor is required to produce a valid police clearance certificate / medical certificate of Trailer Operator & Helper to avail gate passes for entering HCSL premises.
- 1.10 Attendance details of Trailer Operator & Helper shall be submitted to HCSL Officer In charge on a monthly basis for approval. In case substitute personnel are deployed for duty on account of absence such as leave or sickness, their details shall be submitted to HCSL for prior approval.
- 1.11 The contractor has to guarantee that in case the provided trailer truck becomes non-operational due to any reason, the trailer truck has to be made operational or provide replacement within 24 hours. In case the trailer is not made operational within 24 Hours, failing this condition, a deduction will be made beyond 24hrs on pro rata basis. Maximum allowable defect period without deduction is limited to 3 days (72 hours) per month defect period beyond 72 hours will again lead to deductions on pro rata basis as stated above or cancellation of contract as decided by HCSL officer in charge.
- 1.12 Fuel and other consumable items required for the satisfactory operation of the trailer are under the contractor scope. Non-availability of fuel for trailer truck operation will be considered under the defect period.
- 1.13 All maintenance and repair works pertaining to the trailer should be carried out beyond the working hours of Hooghly Cochin Shipyard Limited.
- 1.14 Driver and helper should be available with the trailer as per the working hours. In case of non-availability of driver and helper, a deduction shall be imposed on pro rata basis directly from the time of absence.
- 1.15 The contractor should ensure heavy vehicle licenses of the Trailer Operator & other legal documents, Fitness certificate of vehicle etc of the trailer as required for operating should be up to date and available at all times with the trailer. Same will be verified by HCSL Officials and then only permission to work will be given.
- 1.16 Both Trailer Operator and helper should have basic knowledge of traffic rules and should be in proper working attire and must be wearing Safety helmet and safety shoes during their period of work. Contractor will be responsible for the safety of personal engaged and shall adopt all safety measures to comply with safety regulations in force in HCSL.

1.17 Trailer truck and lashing accessories must be in good and safe working condition and it will be the duty of the Driver and helper to maintain a safe, neat and clean working environment, Safe load tag should be available in the lashing accessory being used.

1.18 Any labour issues with above personals engaged to be settled by the contractor. HCSL will hold any responsibilities w.r.t. any labour or other issues between contractor and person engaged,

3. Location of work:

Main unit: Hooghly Cochin Shipyard Limited

Satyen Bose Road, P.O. Danesh Sk. Lane,

Nazirgunge, Howrah-711109,

West Bengal, India

- Contractor has to arrange Crane Operators for HCSL Nazirgunge main unit, other work sites of HCSL in and around Kolkata.

4. Period of contract

- a) The contract shall be valid for a period of 01 year. This contract may be extended further period of 01 year on same rate terms and conditions based on the satisfactory performance of the contractor. This extension may be applicable based on the requirements. HCSL's decision will be final in this regard.
- b) The service offered by the firm will be evaluated during the initial 3 months of the contract period and if the services offered by the firm is found not satisfactory or not complying with the terms and conditions, then the contract will be terminated within 6 months of award of contract. In case the firm decides to terminate contract, one months' notice shall be given to HCSL by the contractor.
- c) After the 2 years of successful completion of manpower supply by the contractor to HCSL Marine & Central Services department, HCSL have the rights to extend the contract further period of 02 more years based on the requirement. Additional rate, maximum of 10 % may consider at 3rd & 4th year of the extension period. HCSL's decision will be final in this regard.

5. Safety of Personnel

The contractor shall be entirely responsible for the safety of all personnel employed by them on the work and should ensure all staffs are adequately covered under Insurance.

All personnel may require visiting production area with HCSL premises frequently. The contractor shall provide all PPEs including, coverall, safety shoes, safety helmet, gloves and safety goggles. Only Full body harness, when required will be provided by HCSL.

Annexure-3

Price Bid Format

S.No	Work Description	Qty (A)	UOM	Unit Rate per month (B)	Amount Without GST (C=A*B)	GST Amount (D=18%*C)	Total Amount (E= C+D)
1	Hiring of Trailer Truck (40 Ft, 35 Ton capacity) for a period of 1 year for Movement of Goods/Hull Blocks inside HCSL Nazirgunge Unit including 01 Nos- Trailer Driver, 01 No- Helper, Lashing Accessories, Fuel & Maintenance Charges						

Contractor's Scope of Work:

1. Providing 35 TON, 40Ft Trailer capacity trailer truck.
2. Provide Driver with heavy vehicle license for driving the truck.
3. Provide helper to assist.
4. Provide Lashing accessories.
5. Provide fuel, consumable items & maintenance charges for the trailer truck.
6. The Trailer Driver & helper should be aware of traffic rules & regulations.
7. Any permit, fines & damages will be in vendor's scope

HCSL Scope of work

1. Rigger assistance with Lifting tools & tackles for loading/unloading of goods from trailer
2. Crane/MHE support
3. Any permits inside HCSL premises.

Seal & Sign. of the Contractor

Annexure - 4

GENERAL TERMS AND CONDITIONS

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.com>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.com or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.
4. All applicable taxes, duties, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
5. Contractors to note that no advance payment will be made by HCSL against work order issued.
6. Contractors can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.
7. **Service commencement period as per mentioned in scope of work is within 30 days from the date of issue of work order or as decided by Officer-In Charge. Failing to which, HCSL has the right to cancel the Work order with 7 days and initiate alternative arrangements at the risk and cost of the contractor.**
8. **PAYMENT TERMS:**
 - a) Payment shall be made in every month at actual against invoice in triplicate supported by attendance logbook duly certified by the Officer-in-Charge of HCSL, along with the copy of documents related to ESI, EPF and payment of salary in respect of Maintenance workmen.
 - b) Contractor shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the contractor.
 - c) HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
 - d) The invoice to be raised on Officer in-charge, Hooghly Cochin Shipyard Limited, Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.
 - e) Payment will be released tentatively within 30 days from the date of submission of error free bill duly certified by the authorized HCSL representative. Delay of accepted bills will lead to delay in processing of payment.
 - f) Payment mode shall be Electronic Clearing System (ECS)/Cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to Contractor's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.
9. Hooghly Cochin Shipyard Ltd will not take responsibility for any liabilities caused by the contractor in respect of

the vehicle's tax, insurance, road permit, accident, penalties by authorities etc., or will not compensate part or full whatever may be the reasons.

10. The contractor shall be solely responsible for the consequences arising out of any loss, damage or accident caused by the contractor or the employee engaged by the contractor while on duty. Any labour issues with operators have to be settled by the contractor himself. HCSL will not have any responsibilities for any issues between contractor and their employees.
11. The firm should not subcontract the work in part or full.
12. HCSL reserves the right to award contract to one or more contractors during the pendency of this contract, depending upon the actual necessity.
13. Any loss / damage sustained by HCSL on account of any negligent act of the contractor or the employee engaged by the contractor will be fully recovered from the contractor.
14. The contractor or the employee engaged by the contractor are strictly banned from use of any kind of narcotics drugs / alcohol / smoking etc inside HCSL premises and any illegal activity by the work men should be reported to the Officer in Charge without delay and the contractor shall remove such persons from yard premises.
15. The rate quoted shall remain firm throughout the period including extension, if any.
16. GST. Partially quoted bid will be rejected without any further notice.
17. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to labors, working hours, and prior to quoting the rates. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
18. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
19. The Contractor should furnish their registration code, ESI/PF/PAN/GST numbers issued by competent authorities if any. The supporting documents for the same may have to be submitted to HCSL in the event of requirement. HCSL reserves the right for the deduction of ESI/PF from the bill or invoice, if required.
20. The firm shall be solely responsible for the payment of wages, salaries and other legal duties of its personnel who are employed or deployed by them from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service by 10th of every month preceding the wage month. HCSL reserves the rights to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, HCSL shall not be liable for any payments, dues, wages and salaries of the personnel deployed by the firm.
21. Necessary Insurance Coverage for the contractor's materials / equipment / vehicle including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/its employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
22. Firm shall be liable to deploy Maintenance workmen on fixed terms and conditions. Firm shall be liable to pay to their Project engineers /Quality Control inspectors on timely manner. The firm must comply with the statutory requirements, ESI/EPF, minimum wages act, and other labour laws / regulations in force and as amended from time to time by Govt. of India.
23. In case if the firm fails to pay any contributions, charges or other amounts payable under any of the provisions of law, HCSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to the firm by HCSL, including any deposit or amounts payable against bills and make payments on their account to the appropriate authority.
24. The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between HCSL and firm / its personnel.
25. The rates agreed upon as per the quotation remain firm and fixed and will not be changed till conclusion of contract including extended period if any.
26. Contractors are required to produce a valid police clearance certificate / medical certificate of selected candidates to avail gate passes for entering HCSL premises.

27. HSE guidelines issued by HCSL from time to time shall be followed by the contractor.
28. During the evaluation of tender HCSL Officer-in-Charge may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained
29. HCSL reserves the right to terminate the work order at short notice in case the firm's performance is found not satisfactory with regard to the progress of work, quality, time factor, labour dispute with their workers, poor safety record and other violation of any contract conditions. No claim whatsoever will be entertained in this regard from the firm.
30. HCSL will not provide canteen facility to Crane Operators as per company policies and subsidies. Contractor workmen may avail facility as per actuals at canteen rates.
31. Crane Operators are to be work in shift at no extra compensation if required.

32. **Force Majeure condition:**

Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

33. **Risk Purchase:**

If the Contractor fails to commence the work as per the instruction of Officer in Charge or violate any of the terms and conditions of the work order, HCSL shall have the following rights.

- a) To terminate the contract with 30 days' notice forfeiting.
- b) To initiate alternate action at the risk and cost of the Contractor.

34. **Jurisdiction:**

All questions, disputes or difference arising under, out of, or in connection with contracts shall be subjected to the exclusive jurisdiction of the Courts at Kolkata, India.

35. **Cost of Tender and EMD (Earnest Money Deposit):**

a) **Cost of Tender form: NIL**

b) Tenderers shall deposit an amount of **Rs 39000/- (Thirty nine Thousand only)** as Earnest Money Deposit (EMD) along with the tender.

c) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favor of "Hooghly Cochin Shipyard Limited" payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -

UNION BANK OF INDIA
SHIBPUR-HOWRAH BRANCH
ACCOUNT NO: 756905010000104
IFSC CODE: UBIN0575691

d) EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded.

e) EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement.

- a) EMD deposited with the Client will be forfeited,
 - i) If a contractor withdraws or modifies his bid during the period of validity specified or
 - ii) If the successful contractor fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
 - iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.
- b) The relevant documents pertaining to the EMD should be enclosed in a separate sealed cover, super scribing the Tender Notice No. with Date in Cover-1. TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

36. Late Deployment Charges :

- i) The contractor has to deploy the Trailer along with Operator, Helper and lashing accessories within 15 days of issue of Work order, failing to which, HCSL has the right to deduct charges on pro-rata basis from the submitted invoice.

ii) Security Deposit/ Bank Guarantee

- a.i) The successful contractor shall remit a security deposit of 5% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in website (for overseas Contractor) & Scheduled Indian bank for Indian Contractor is to be submitted, if an order is placed towards satisfactory performance of the contract.
- a.ii) Security Deposit will be returned one (01) month after expiry of the contract. No interest shall be payable on SD for the period of its pendency. In case the contractor fails to submit the SD/Performance Guarantee in time, deduction of amount will be made from the bills submitted.
- iii) After submission of tender, no unsolicited correspondence will be entertained.
- iv) Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
- v) In any case of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.

SD/-
For Hooghly Cochin Shipyard Limited

Annexure -5

SPECIAL INSTRUCTIONS FOR TWO BID SYSTEM

1. MODE OF SUBMISSION OF TENDERS

The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.com>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.com or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

Sealed tenders in Two cover system (Prequalification cum Technical and Price Bid) addressed to **The DGM (P&O)** shall be dropped in the HCSL tender box or courier to **Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109** before the due date and time.

1. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Stamped and signed copy of all pages of **tender document and corrigenda (if any)** with all supporting document.
- b. Techno-commercial check list as per **Annexure 6** with supporting documents if required.
- c. Vendor Details as per **Annexure 7**.
- d. NEFT mandate Form as per **Annexure 8 with Cancelled Cheque**.
- e. List of Deviation (if Any) as per **Annexure 9**.
- f. EMD to be submitted along with Tender documents otherwise bid will be rejected, Bank Guarantee format as per **Annexure 10**.
- g. Contract Agreement as per **Annexure 11**.
- h. Security deposit format as per **Annexure-12**
- i. The Annual Turnover of the contractor should be more than Rs. 4.7 Lakhs in each financial year for the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification) (to be supported by necessary documents and to be submitted along with technical bid).

2. PRICE PART

In Price Part as per Price Bid format (**Annexure 3**) should be signed and stamped kept in separate cover and submitted strictly as per tender schedule.

3. Validity:

The offer should be valid for a minimum period of three (3) months of date of Techno-Commercial Bid opening.

4. HCSL reserves the right to alter, modify the scope of supply at their discretion.

5. The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. **Tenderers shall not be allowed to attend the Techno commercial bid opening.**

6. The Tenderer shall ensure that their Indian Agent is not representing any other Contractors for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

7. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.
8. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
9. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.
10. Price part should be submitted exactly in the Price Format as provided. Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
11. Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The tender document to be submitted by the contractor in duly signed and sealed format.
14. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).

SD/-
For Hooghly Cochin Shipyard Limited
DGM (P&O)

Annexure 6

TECHNO-COMMERCIAL CHECK LIST				
SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1	Submission of Tender in two (2) parts – Techno-commercial & Price			
2	Delivery date confirmation to yards delivery schedule			
3	Validity of offer – 90 Days			
4	Payment Terms - confirm your offered mode of payment			
	100% of the amount will be released after the completion of work against the order as per the scope of work, technical specifications and terms and conditions to the full satisfaction and acceptance of HCSL Officer-in-charge and on furnishing bill in triplicate.			
5	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer?			
7	Compliance with Pre-qualification criterion.			
8	L.D. payable as per relevant Clause in the General terms of enquiry.			
9	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
10	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
11	You should furnish appropriate license/certificate/paper			
12	Confirm all other terms and conditions of enquiry are acceptable.			
13	MSME/NSIC, if yes document required along with technical bid, in relevant sector.			
14	Vendor details to be submitted as per Annexure 7			
15	Vendor should be in similar business and supporting documents to be submitted along with the technical bid			
16	The average Annual Turnover of the bidder should be more than Rs. 10 Lakhs during the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (FY 2020-2021, 2021-22 & 2022-23) should be submitted along with the application for prequalification). Seal & sign of both CA & vendor			
17	ITR submitted for the last three AY (21-22,22-23,23-24)			
18	The Supplier has to agree to clause guarantee/ warranty			

Annexure – 7
VENDOR DETAIL

1	Name of the Contractor/Firm	
2	Registered office Address of Company/Firm	
3	Local office address at Kolkata/Howrah (if held):	
4	Telephone No./Fax No./Mobile No	
5	E-mail address	
6	Names of the contact person & designation	(i) (ii) (iii)
7	Name & contact detail of the concerned person who is dealing with this tender	Name: Contact number:
8	Type of Entity - Proprietorship/ Partnership firm/ Company/ NSIC/ MSME Category etc. <i>(Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)</i>	
9	PAN Card Number	
	GST Registration Number <i>(GST certificate to submitted along with the technical bid)</i>	
	EPF Registration No. <i>(EPF registration certificate to be submitted along with the technical bid)</i>	
	<i>Note: In case firm does not have EPF registration reasons thereof to be indicated</i>	
	ESI Registration No. (If applicable) <i>(ESI registration certificate to be submitted along with the technical bid).</i> <i>Note: In case firm does not have ESI registration reasons thereof to be indicated</i>	
	Copy of License if applicable	
10	EMD Details (DD No. Name of Bank)	
11	Whether the agency has been blacklisted/de barred or given tender holiday or contract terminated before expiry of the contract period by any govt. autonomous	Yes/No

	bodies/organizations where contractor has provided services earlier due to deficiencies in service or misconduct etc.	(Please tick as applicable)
		If yes, please furnish details on a separate sheet

Certified that the above information is true to the best of our belief and information.

Place:

Date:

Signature of Contractor/Authorized signature of firm/agency:

Name of Contractor or authorized signatory of firm/agency:

Designation:

Sign & seal of contractor:

Annexure 8

NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form

(Mandate for receiving payments through RTGS/NEFT Hooghly Cochin Shipyard Ltd)

- 1) Vendor Name
- 2) Vendor Address with Phone No
- 3) Vendor Code
- 4) Permanent Account No. (PAN)
- 5) Particulars of Bank Account

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a. Name of the Bank

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

b. Name of the Branch

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

c. Branch Code

d. NEFT Code of the Bank

e. City Name

f. Branch Location

g. Branch Telephone No.

h. Bank IFSC Code

i. 9-Digit MICR Code

--	--	--	--	--	--	--	--	--	--

(Where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank, branch)

j. Type of the Account (S.B Current or Cash Credit) with code (010/011/013)

--	--	--

k. Account Number (as appearing on the cheque book)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- 6 Email Address of Vendor
- 7 Date of Effect of RTGS/NEFT in your Bank

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

(.....)

(Seal & Signature of the contractor)

Note: Please attach a cancelled cheque along with the form

Annexure 9

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION	PAGE 1 OF 1																														
Tender Name: Hiring Services of Crane operator for a period of ONE year of the Crane for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah																															
TENDER NO: HCSL/XXXX/2022-23, DATE: XX.XX.2023.																															
<p>We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No.dated, except for the deviations listed below:</p> <p>LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 45%;">Description / Tender Reference</th> <th style="width: 45%;">Reasons for Deviation</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Sl. No.	Description / Tender Reference	Reasons for Deviation																											
Sl. No.	Description / Tender Reference	Reasons for Deviation																													
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p>Name of tenderer:</p> <p>Date:</p> </div> <div style="width: 40%;"> <p>Name & Designation</p> </div> <div style="width: 30%; text-align: right;"> <p>Seal & Signature</p> <p>(Company Seal)</p> </div> </div>																															

Note: Mention “Nil Deviation” if nothing, otherwise provide the same in above column

Annexure 10

Form of bank Guarantee towards EMD (On stamp paper of value Rs. 200/-)

This deed of GURANTEE made on day ofTwo thousand Eighteen between HCSL on the one part and (Name and address of the bank) of the other part is as follows: -

In consideration of the HCSL having allowed M/s..... (Hereinafter referred to as 'the Contractor') to submit Tender No..... to them without Earnest Money according to the conditions of such Tender Notification.

We..... (here enter the name of 'the Bank') a Company incorporated under theAct and having its registered office at(hereinafter referred to as 'the bank') undertake to pay to HCSL on demand at Kolkata the sum of money payable as Earnest Money in respect of the Tender No.....made by the Contractor, in case the Contractor withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the HCSL the Contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by the HCSL or otherwise commits any breach of the terms and conditions of the tender.

We,Bank Guarantee to pay the amount due and payable under this guarantee without any demur merely on demand from the HCSL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The liability of the surety shall be restricted to Rs.(Rs.only).

This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance or the contract between the Contractor and the HCSL or any neglect indulgence or forbearance by the HCSL.

This guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till the HCSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the Contractor and accordingly discharges this guarantee or for Six Months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the Bank within Six Months after the said period in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

The decision of the CEO, HCSL as to whether the occasion or the ground has arisen for the demand of the surety form Bank shall be final. The HCSL shall be at liberty to act as though the Bank were the principal debtor.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HCSL in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

In witness whereof we have hereunto set our hand and seal this. day
.....of.....Two thousand and
.....

Place:

Date:

Annexure 11
FORMAT OF CONTRACT AGREEMENT
PROFORMA OF CONTRACT AGREEMENT

THIS AGREEMENT MADE ON 202.... BETWEEN THE CEO, HOOGHLY COCHIN SHIPYARD LIMITED, KOLKATA, INDIA ON BEHALF OF HOOGHLY COCHIN SHIPYARD LIMITED (hereinafter called the “Engineer-in-charge”) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office on one part of and (Hereinafter called “CONTRACTOR”) on the other part. WHEREAS THE ENGINEER-IN-CHARGE is desirous that certain supply should be done viz. “Hiring of Services for Maintenance of Equipment and Machinery at Hooghly Cochin Shipyard Ltd. Hazirgunje, Howrah” and had accepted the tender by the Contractor for guarantee of such supply, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words & expression shall have the same meaning as respectively assigned to them in the General & Special conditions of contract hereinafter referred to.

The following documents shall be deemed to form part and be read and construed as part of this agreement viz.

- a. The said tender
- b. The conditions of contract (General & Special)
- c. The tender schedule.
- d. All letters from Contractor
- e. All letters by HCSL
- f. HCSL Work Order

In consideration of the payment to be made by the Deputy General Manager (Projects & Operations), HCSL to the Contractor (hereinafter called the contractor) hereby covenants with the DGM (P&O) to construct, complete and guarantee the work in conformity in all respects, with the provisions of contract.

The Deputy General Manager (Projects & Operations) hereby covenants to pay the Contractor the contract price, in consideration of the completion & guarantee of the supply at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand & seals) the day and year first above written.

SD/-
For Hooghly Cochin Shipyard Limited

Signed & Sealed by Contractor: -

In the presence of: -

- 1.
- 2.

Annexure - 12

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

(On Stamp Paper of Value Rs 200/-)

To

HOOGHLY COCHIN SHIPYARD LTD
ADMINISTRATIVE BUILDING, HCSL PREMISES
SATYEN BOSE ROAD, P.O. DANESH SHAIKH LANE
HOWRAH, WEST BENGAL, INDIA.

WHEREAS (Name & Address of Supplier) (Hereinafter called "**the Supplier**") has undertaken, in pursuance of contract..... No.....Dated:.....to execute

..... (Name of Contract and brief description of works) (hereinafter called "**the Contract**").AND WHEREAS it has been stipulated by **HOOGHLYCOCHIN SHIPYARD LTD** (The Buyer -hereinafter called "**HCSL**") in the said contract that the Supplier shall furnish **HCSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at.....(Address of Head Office) and acting through its branch office at.....(Address of the executing branch) (hereinafter called "**the Bank**")hereby affirm that we are the Guarantor and responsible to **HCSL**, on behalf of the Supplier up to a total of (amount of Guarantee)in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given prior written notice by email from you to make good the fore said breach and that the Supplier still failed to fulfil the Contract within 30days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **HCSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or

modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed(.....only).

2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **HCSL** serve upon us a written claim or demand on or before(validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the

guarantor :.....

Name of Bank:.....

Address:

Date:.....

^[1]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars /Indian Rupees/Other Currency.

Annexure - 13

Self-Declaration to be given by the contractor in Letter head

Bid's Reference No. & Date:

Contractor's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.
2. If HCSL finds that, we have been blacklisted/ debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

Seal:

Date:

Place:.....

Annexure - 14

(Sample Format)

Details of legal cases pending against the firm for the last five years

SL. NO.	ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED	BRIEF DETAILS OF DISPUTE	AMOUNTS INVOLVED (Rs.)	PRESENT STATUS	Remarks

Note : If no Cases exist mention "NIL CASES", otherwise provide the details.

SIGNATURE OF CONTRACTOR

Annexure - 15

UNDERTAKING

I, Shri in my capacity as Managing Partner /
Chairman & Managing Director / Proprietor of M/s do hereby give an
undertaking that we shall not subcontract the work or part of work to any other agency if awarded the contract by
HCSL.

Signature of authorized signatory of contractor:

Name of authorized signatory of contractor:

Designation:

Address:

Contact No: