



हुगली कोचीन शिपयार्ड लिमिटेड  
(भारत सरकार का उद्यम)  
**HOOGHLY COCHIN SHIPYARD LIMITED**  
(A Govt. of India Enterprise)



Tender No: HCSL/OPS/SB/TEN/041/2024-25

Date: 26.07.2024

**NOTICE INVITING TENDER**

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

Tender No. & date	HCSL/OPS/SB/TEN/041/2024-25 dtd. 26.07.2024
Scope of supply	Supply of Industrial Oxygen gas (in cylinders) at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Specification provided separately)
Type of Tender	Two Bid (Financial part password protected)
Mode of Bid Submission	E-mail mode only. No hard copy of quotation will be accepted.
Cost of tender form & EMD	NIL
Last date & time of receipt of tender	03.08.2024 upto 16:00 Hrs.
Date & time of opening of technical bid	03.08.2024 at 16:30 Hrs.
Tenure of contract	1 <sup>st</sup> Lot Within 48 Hours (from the date of issuance of Purchase Order/LOI & upon intimation by officer-in-charge).
Officer - in - Charge	Name : Arijit Saha Ray Designation : PO (Mechanical) Email : <a href="mailto:arijitsaha.ray@hooghlycsl.com">arijitsaha.ray@hooghlycsl.com</a> Phone No : +91 8697160498 Name : Sreerag G Designation : Manager (Materials) Email : <a href="mailto:sreerag.g@hooghlycsl.com">sreerag.g@hooghlycsl.com</a> Phone No : +91 9482608957

Tender to be submitted by **E-mail only**. Tender reference should be clearly indicated on the subject of the Mail. **No hard copy quotation of the bid will be accepted.**

Tenders should be submitted in two separate files (documents) as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected) indicating** the tender number, due date of the tender and subject as in-line with the scope of supplies/work in the Mail addressed to:

[sreerag.g@hooghlycsl.com](mailto:sreerag.g@hooghlycsl.com) / [arijitsaha.ray@hooghlycsl.com](mailto:arijitsaha.ray@hooghlycsl.com)

For Hooghly Cochin Shipyard Limited



Signature and stamp of Bidder(s)



Registered Office: Administrative Building, HCSL Premises, Satyen Bose Road, P.O. Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 711 109.  
☎ +91 (33)-2688 8282 ✉ contact@hooghlycsl.com 🌐 www.hooghlycsl.com

Shipyard: Nazirgunge Unit, Satyen Bose Road, P.O. Danesh SK Lane, P.S. Sankrail, Howrah, West Bengal - 711109  
☎ +91 (33)-2955 8283

CIN : I135906WR2017G01223197 GSTIN : 19AAECH364011ZD

The tender documents can be downloaded from **HCSL/CSL** website <http://hooghlycsl.com/www.cochinshipyard.in>. 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.in](http://www.cochinshipyard.in) or <http://www.eprocure.gov.in>. 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 by M/s. Hooghly Cochin Shipyard Limited, Howrah, West Bengal.

**Officer - in - Charge for the above work:**

Name : Sreerag G  
Designation : Manager (Materials)  
Email : [sreerag.g@hooghlycsl.com](mailto:sreerag.g@hooghlycsl.com)  
Phone No. : +91 9482608957

Name : Arijit Saha Ray  
Designation : PO (Mechanical)  
Email : [arijitsaha.ray@hooghlycsl.com](mailto:arijitsaha.ray@hooghlycsl.com)  
Phone No. : +91 8697160498

  
For Hooghly Cochin Shipyard Limited

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Signature and Seal of the Bidder(s)

For Hooghly Cochin Shipyard Limited



**Minimum qualification criteria of bidders for participating in the tender will be as follows:**

Previous experience in similar supply of industrial oxygen to State/Central Govt., Shipyards, MNCs, Heavy Industries, etc. within the **past 3 years** ending last day of month previous to one in which applications are invited.

The value of the supplied materials should not be less than **Rs. 1.94 Lakhs**.

Note: Multiple WO/invoices/ & supporting document each of minimum value **Rs. 16,167/-** can be submitted for the above respective period, However the total amount should be equal/cumulative to **Rs. 1.94 Lakhs**.

(Copy of PO along with the delivery challan/invoice is to be submitted along with technical bid).

**Similar Supply means: Supply of industrial oxygen gas for State/Central Govt. Shipyards, MNCs, any Industry etc.**

**Following document copies to be submitted along with submission of bid (undersigned and stamped wherever applicable):**

1. **Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (FY 2020-21, 2021-22, 2022-23), Income tax returns for last three FY (2020-21, 2021-22, 2022-23) or AY (2021-2022,2022-2023,2023-2024) should be submitted along with the application for prequalification.**
2. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least **Rs. 1.94 Lakhs**.
3. Net worth of the contractor must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions).
4. The Tenderer should enclose copy of Statutory documents **PAN, GST registration certificate** along with the offer
5. Offers from joint ventures/consortium will not be accepted.



**A) SCOPE OF SUPPLY**

Supply of oxygen gas in cylinders (each cylinder of 7 Cu. Mtr.) in phased manner (**batch of maximum 45 cylinders per month; and a cumulative quantity of maximum 540 cylinders per year in similar manner**) as per requirement & intimation by HCSL at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah **within 48 Hrs. of PO/intimation from HCSL end.**

The material should be delivered on priority basis upon formal/verbal/telephonic order intimation by HCSL authorities. Empty cylinders (after consumption) will be returned to supplier. However, the supplier has to collect the empty cylinders from the HCSL premises.

**B) IMPORTANT INSTRUCTIONS:**

***Suppliers 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, suppliers 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 Criteria;
  2. Liquidated damage(s);
  3. Payment terms;
  4. Validity of offer;
  5. Guarantee;
  6. Material certification from the manufacturer (If Applicable);
  7. Risk purchase;
  8. Self-certified copy of MSE/NSIC certificate **in relevant** field, if applicable;
  9. Price bid to be submitted in the price bid format attached at **Annexure-4**.
  10. **Un-priced bid** 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 (without the price).
  11. The tender should enclose copy of PAN, GST registration certificate, Income tax returns for **last 3 Financial Year: 2020-21, 2021-22, 2022-23**.

**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 bidders are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.

• 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 (3% 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) (3% 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. MSE's quoting price band L1 + 15% (in the ascending order), may be awarded full/ complete supply of total tendered value if MSE's brings down their price to L1 price where L1 is non MSE's, considering spirit of policy for enhancing the government procurement from MSE's.

E. 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.

**If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.**

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.

  
For Hooghly Cochin Shipyard Limited

**TECHNICAL SPECIFICATION**

**Technical specifications for Industrial oxygen gas:**

1. Each oxygen cylinders shall be of 7 Cu. Mtr capacity.
2. **Cylinders should be Painted according to standard Colour coding (ISO 32).**
3. Cylinders shall be Pressure tested as per the rules and regulations and should have valid certificates.
4. Cylinders shall be Fitted with valve guards / caps etc.
5. The pressure inside each cylinder should not be more than the acceptable limits as per statutory rules.  
HCSL may reject part quantity or entire lot if the pressure inside the cylinders is more than the acceptable limits.
6. The average pressure at 15 degrees Celsius for 7 Cum capacity cylinder shall be considered as 154 kg per Sq.cm (bar) ( $\pm 5\%$  tolerance).
7. **Oxygen Gases should confirm to relevant IS: 309 and the Cylinders should bear ISI Mark for O<sub>2</sub> Oxygen Cylinder which the Tenderer must confirm.**



Price Bid Format

**Supply of Oxygen gas cylinders on rate contract basis for a period of one year  
at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.**

Sl. No	Material Description (Scope of Supply)	Quantity (in Nos.)	UOM	Unit Rate (INR)	Amount (without GST) (INR)	GST Amount (INR)	Total Amount (Including GST) (INR)
		(A)		(B)	(C=A*B)	(D)	(E= C+ D)
1.	Supply of industrial oxygen gas in 7 Cu Mtr cylinders each	540	Nos.				
2.	Total Amount without GST (INR)						
3.	Total GST Amount (INR)						
4.	HSN Code						
5.	Total Amount Including GST (INR)						
6.	Total Amount Including GST (IN WORDS)						

Contd...



**NOTE:**

1. The above rate should be valid for a complete contract period of 1 year (plus extendable another 6 months) from date of placement of PO.
2. Order shall be executed in batches of maximum 45 cylinders per month during the contract period as per requirement of HCSL.
3. Empty cylinders will be returned to firm; Contractor shall collect empty cylinders from HCSL.
4. Quoted rate should be inclusive of all charges considering entire Scope of supplies and Technical Specification.
5. L1 Bidder will be evaluated based on the combined cost of all the items excluding GST.
6. Quoted rate should be inclusive of all charges considering rental charges, Freight Charge, loading/unloading and delivery & collection of oxygen cylinders at HCSL premises for each batch. No additional charges shall be paid.
7. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
8. Price bids which will be without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.
9. Un-priced Price bid to be submitted along with techno commercial bid without price but with details like percentage of taxes & duties applicable & details like "Quoted/Nil/included" to be mentioned for each line item.
10. Rental/Holding charges if applicable to be considered and included in the price bid. The same should be considered per cylinder basis.

Signature and Seal of the Bidder(s)

**SPECIAL INSTRUCTIONS TO BIDDERS****MODE OF SUBMISSION OF TENDERS**

Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected)** indicating the tender number, due date of the tender the tender number, due date of the tender and subject as in-line with the scope of supplies/work in the Mail addressed to:

[sreerag.g@hooghlycsl.com](mailto:sreerag.g@hooghlycsl.com) / [arijitsaha.ray@hooghlycsl.com](mailto:arijitsaha.ray@hooghlycsl.com)

**1. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS: -**

- I. Specification & Technical Literature of the offered product, if any.
- II. **Following documents (all documents should be signed and stamped from the bidder representative/s)**
  - a. Signed and stamped copy of Pre-qualification criteria of bidders (Annexure-1)
  - b. Scope of supplies and important instructions (Annexure-2)
  - c. **Un-priced price bid** (Annexure-3)
  - d. Special instruction to bidder (Annexure-4)
  - e. General Terms and Conditions (Annexure-5)
  - f. Techno-Commercial Check List (Annexure-6)
  - g. Vendor Details (Annexure-7)
  - h. NEFT Mandate Form (Annexure-8)
  - i. Deviation List (Annexure-9), if any.
  - j. Product Specification, detail list of supplied items including brand name and accessories etc., to be provided for verification.

**2. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -**

- i. Price against item.
- ii. Taxes & duties as applicable shall be indicated.

**Note:**

- i. Modification or alteration of the price bid format attached is strictly prohibited. Otherwise Bid will be liable for rejection.
- ii. In case Price bid is placed inadvertently in the Techno-Commercial Part or in case Price bid is not password protected, Bid will be straightway rejected.

**3. While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable be treated as spam, not always necessary-**

*info, support, admin, sales, customer support, help desk, mail, mail admin, billing, hello, careers.*



4. Bidders are requested to submit the bid by e-mail only (**Price part password protected**) to both the following email address clearly mention the tender reference in the subject line for easy identification:

[sreerag.g@hooghlycsl.com](mailto:sreerag.g@hooghlycsl.com) / [arijitsaha.ray@hooghlycsl.com](mailto:arijitsaha.ray@hooghlycsl.com)

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course.
6. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
7. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
8. For post bid queries, **03 days will be given. If the Queries are not closed within 03 days, bid will be summarily rejected.** 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.
9. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
10. The bidder shall submit a signed & sealed copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

For Hooghly Cochin Shipyard Limited



**GENERAL TERMS & CONDITIONS**

Sl. No.	Description	Compliance by Supplier (YES/NO) In case of non-compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2.	Offers are to be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted <b>only through email</b> . Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	Bidders can contact <b>Officer-in-charge for the scope of supplies</b> 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.	
4.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered, should be submitted along with <b>Part-I techno-commercial bid</b> . Non receipt of the document may lead to rejection of offers.	
5.	Packing materials should be eco-friendly.	
6.	Supplier should follow the statutory requirements of product offered.	
7.	Taxes and duties, if any, payable extra is to be indicated in the techno-commercial part ( <b>Un-priced bid</b> ) and price part.	
8.	<p><b><u>Delivery Period:</u></b> The gas cylinder should be delivered on priority basis in batches of maximum 45 cylinders per month against every intimation through formal/verbal/telephonic manner. <u>The cylinders should be delivered within 48 Hrs. of receipt of our intimation.</u></p> <p><b><u>Delivery Location:</u></b> HCSL Stores, Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.</p> <p><b><u>Insurance for transit shall be arranged by the vendor.</u></b> Loading, transportation and all sundry expenses etc. shall be at supplier's scope. Material unloading scope at Hooghly Cochin Shipyard Ltd, Nazirgunge Unit is under HCSL Account.</p>	
9.	<p><b><u>Verification of cylinders at HCSL:</u></b></p> <p>We (i.e., HCSL authority) may take up random pressure testing of the supplied cylinders at our site and pressure will be recorded. A tolerance of <math>\pm 5\%</math> would be allowed on this average pressure. If this pressure is found below the minus tolerance, cylinder will be rejected. However, if pressure is found above the plus tolerance level, no extra payment shall be entertained.</p> <p><b>The average pressure at 15 degrees Celsius for 7 Cum capacity cylinder shall be considered as 154 kg per Sq.cm (bar).</b></p>	



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10.	<p><b>PAYMENT TERMS:</b> a.</p> <p>a. HCSL payment term is <b>100% of value with applicable taxes would be paid within 30 days of supply of each batch of cylinders as per technical specification.</b></p> <p><b>Final amount shall be calculated on the basis of accepted quantity by HCSL executing officer/store officer.</b></p> <p>b. Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms.</p> <p>c. Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (ie till completion of supplies or for a period as specifically agreed + 90 days).</p> <p>d. For deviation in Payments terms from HCSL standard terms, if any, said interest as per clause 10 (c) will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
11.	<p><b>MSE's, Start-ups and Make in India:</b> Local Suppliers (Make in India), MSME firms and Start-ups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (<a href="http://www.cochinshipyard.com">www.cochinshipyard.com</a>) under the Tenders tab for further reference.</p>	
12.	<p><b>Security Deposit (SD) / Warrantee Bank Guarantee (WBG):-</b></p> <p><b>a.i)</b> The successful bidder shall remit a security deposit of <b>3% of the total order value</b> (excluding taxes, duties etc.) 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 CSL website (for overseas supplier) &amp; a Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p><b>a.ii)</b> The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p><b>a.iii)</b> The Bank Guarantee / DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days.</p> <p><b>a.iv)</b> The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs. 20 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs. 20 lakhs and above in tender and indicated that BG as not applicable in the check list, the <b>Clause 13b</b> shall be considered for further process.</p> <p><b>b)</b> If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.</p> <p><b>c)</b> SD to be submitted within <b>2 weeks</b> of receipt of order from yard.</p> <p><b>d)</b> Format of bank guarantee along with enquiry to be agreed. (Enclosed with tender document)</p>	



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	<del>e) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per CSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/evaluation purpose on case-to-case basis for arriving the lowest bid.</del>	
13.	<b>Risk Purchase:</b> If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights: a. To cancel the order partially or fully with 15 days' notice and to forfeit the security deposit, if any. b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL. c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.	
14.	<b>Liquidated Damage:</b> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price of undelivered material, subject to a maximum of 10% of the total order value (Total basic price is the order value excluding freight, taxes, other charges etc. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per <b>Clause 14.</b>	
15.	<b>Warranty/Guarantee:</b> a) The <del>Self-closing watertight A60 door</del> shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship <b>for a period from delivery of items until 12 months from the date of delivery of the ship to Owners OR 18 months from delivery of items to Yard, whichever is earlier.</b> Should such damage/failure occur within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses. b) Further to equipment guarantee, replaced/repared items shall be guaranteed for <b>12 months</b> from date of repair/replacement. c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	
16.	<b>Jurisdiction:</b> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate dispute resolution mechanism can also be considered.	
17.	<b>Force Majeure condition:</b> 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.	
18.	<b>For post bid queries, 03 days will be given. If the Queries are not closed within 03 days, bid will be summarily rejected. 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.</b>	
19.	<b>PRICING:</b> a. Bidders should quote prices for delivery of materials at HCSL stores. <b>Insurance shall be to supplier scope.</b> b. Firms shall quote in INR only. c. Comparison of prices will be in INR only.	
20.	<b>Validity:</b> a. Prices should be valid for acceptance for a period of <b>four months from the date of tender opening.</b> b. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit. c. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered. d. <b>Unpriced bid (price bid without price)</b> duly signed is to be submitted along with techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. e. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated. f. After submission of quotation/price offers no unsolicited correspondence will be entertained. g. 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.	
21.	<b>L1 computation shall be based on total cost of all items, including cost of accessories as per tender &amp; Class/certification charges, as applicable and required as per tender.</b>	



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22.	<p><b>SUB CONTRACTING AND ASSIGNMENT</b></p> <p>Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>	
23.	<p><b>General:</b></p> <p>a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case-to-case basis, and to include the same during the evaluation of the tender.</p> <p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "<b>List of Deviations</b>" (Refer <b>Annexure-9</b>), failing which it will be presumed that all the terms and conditions are acceptable.</p> <p>c. 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. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers needs to depute their representative to HCSL during price bid opening.</p>	
24.	<p><b>Purchase Order: -</b></p> <p>a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender.</p> <p>b. Upon placement of order (by post or mail) the supplier shall submit the <b>acknowledgement</b> (i.e.: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted.</p>	
25.	<p><b>SUPPLY: -</b></p> <p>a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store.</p> <p>b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.</p> <p>c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within <b>4 weeks of reporting the defect</b>, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.</p> <p>d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.</p>	



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26.	HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
27.	HCSL reserves the right to commercially reject the offer if compliance is not issued to General terms and conditions without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
28.	If any clause of the above conditions is not acceptable to the tenderer, it should be specially indicated in the tender and comments to be drafted in a separate sheet, failing to which it will be presumed that all the terms and conditions are accepted by the bidder	
29.	<b>If the oxygen cylinders after delivery at our site are found not confirming to our specification/ leaking/ damaged condition, the same shall be rejected. The supplier is to take back the same at their own cost &amp; risk and replace the same without any additional cost. The replacement has to be completed within 48 hours from the date of intimation. If the supplier fails to replace the rejected cylinders within above scheduled time, the LD clause shall be applicable.</b>	
30.	Necessary Insurance Coverage for the contractor's materials/ 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/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities	
31.	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.	
32.	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.	
33.	a. Standard safety practice needs to follow while loading & unloading the cylinders in a at most care Manner.  b. All Safety rules and regulation of the shipyard to be adhered by contractor.	
34.	All above terms and conditions shall form part of contract.	

**Specify Yes / No with remarks, if applicable**



**For Hooghly Cochin Shipyard Limited**

<b>Tender condition- Preference to Make in India</b>	
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order – 2017) Order from Department of Promotion of Industry and Internal Trade P-45021/2/2017/-B.E-IIdt,4.6.2020 and as amended from time to time shall be applicable as per below
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity /local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local Suppliers along with Class II local suppliers shall be eligible to bid.
<b>Purchase preferences for Class I local suppliers</b>	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II / Non local supplier as per following
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on . If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference
C	Local content requirement to categories a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 i.e amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.
1	Class I-Local content equal to or greater than 50%
2	Class II-Local content greater than 20%, less than 50%
3	Non local-Local content less than 20%
D	<b>Declaration of local content</b>
	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class I/Class II as

1	applicable including details of locations at which local value addition is made.
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/ Chartered accountant (suppliers other than companies) indicating % of local content
3	Verification of the Certificates issued by the bidder shall be carried out by HCSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.

## TECHNO-COMMERCIAL CHECK LIST

SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in two parts in email to HCSL – Techno-commercial bid & <b>Price bid (Password Protected)</b>			
2.	Delivery date confirmation to yards delivery schedule			
3.	Validity of offer – Four (4) months			
4.	Do you understand this contract period is for one (1) year and can be extended upto additional 6 months?			
5.	Payment Terms - confirm your offered mode of payment			
6.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
7.	Delivery of material at HCSL store including freight & insurance charges etc.			
8.	For suppliers: Have you quoted the rates for delivery at Hooghly Cochin Shipyard (For HCSL store) basis.			
9.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
10.	L.D. payable as per relevant Clause in the General terms of enquiry.			
11.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
12.	PAN & GST (Self Attested).			
13.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
14.	MSME/NSIC, if yes document required along with technical bid, in relevant sector			
15.	Vendor details to be submitted as per <b>Annexure-9</b>			
16.	NEFT Mandate form to be submitted as per <b>Annexure-10</b>			
17.	All other forms duly filled and signed and stamped?			
18.	Confirm all other terms and conditions of enquiry are acceptable.			

## VENDOR DETAILS (to be submitted along with BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity-Proprietorship/Partnership firm/company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	Cost of Tender Details (DD No. Name of Bank)	NIL
8	EMD Details (DD No. Name of Bank)	NIL
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	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 bodies/organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (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 Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

**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)

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- 5) Particulars of Bank Account

a. Name of the Bank

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b. Name of the Branch

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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

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

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

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

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- 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.

(.....)

Signature of Employee

Bank Certificate

We certify that \_\_\_\_\_ has an Account No. \_\_\_\_\_ with us and we confirm that the details given above are correct as per our records.

Date:

Place:

(.....)  
Authorized official of Bank

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION	<b>PAGE 1 OF 1</b>
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**Tender Name: Supply of industrial oxygen gas at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Detailed specification is enclosed separately)**

**TENDER NO: HCSL/OPS/SB/TEN/041/2024-25 dtd. 26.07.2024**

We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. HCSL/OPS/SB/TEN/041/2024-25 dtd. 26.07.2024, except for the deviations listed below:

**LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)**

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date:

Name & Designation

Seal & Signature

(Company Seal)



**TENDER DECLARATION**

**This is to certify that I have completely read and understood the tender enquiry / number ....., and M/s..... hereby declare that will abide by all the tender conditions. Deviations, if any in the techno-commercial offer from that of the tender enquiry and subsequent corrigendum in any form will be clearly furnished by us in a separate document which will be titled as “List of Deviations”.**

**If we are not providing any separate document titled as “List of Deviations” then it is to be considered that all the terms and conditions are acceptable to us.**

**Signature of Supplier/Authorized signature of firm/agency:**

**Name of Supplier or authorized signatory of firm/agency:**

**Designation:**

**Self-Declaration to be given by the bidder in Letter head**

Bid's Reference No. & Date:

Bidder'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

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

**SIGNATURE OF BIDDER**