



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



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

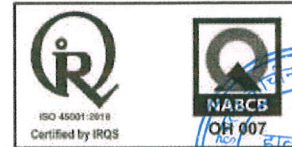
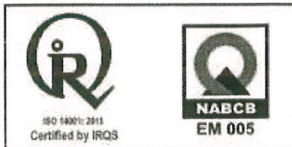
Tender No: HCSL/OPS/SB/TEN/2024/011, Dated 05.09.2024

**NOTICE INVITING TENDER**

**Surface Preparation And Painting for 06 nos. Hybrid Aluminium Catamarans being constructed at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah**

E-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.

<b>Tender No. &amp; date</b>	HCSL/OPS/SB/TEN/2024/011, Dated 05.09.2024
<b>Name of Work</b>	Surface Preparation And Painting For 06 nos. Hybrid Aluminium Catamarans being constructed at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
<b>Type of Tender</b>	<b>Two Bid</b>
<b>Cost of Tender</b>	NIL
<b>Earnest Money to be deposit</b>	Rs. 27,000/-
<b>Last date &amp; time of receipt of tender</b>	14.09.2024 up to 16:00 hrs.
<b>Date &amp; time of opening of tender (Part – I)</b>	14.09.2024 up to 16:30 hrs.
<b>Tenure of Contract / Work Completion Period</b>	For each ship, within 30 days of PO or intimation of site clearance by Project Manager.
<b>Prebid meeting</b>	10.09.2024, 10.30 AM
	Name: Vijay Singh Designation: Manager (SC&C) Email: <a href="mailto:vijay.singh@hooghlycsl.com">vijay.singh@hooghlycsl.com</a> Phone No: +91 8687069271  Name: Siva Prasad SP Designation: Manager (Electrical) Email: <a href="mailto:sivaprasad.sp@hooghlycsl.com">sivaprasad.sp@hooghlycsl.com</a> Phone No: +91 9487017033



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 Shaikh Lane, Howrah-09, West Bengal - 711109  
☎ +91 (33)-2955 8283

CIN : U35900WB2017G01223197, GSTIN : 19AAECH3640L1ZD



**Tender to be submitted by E-mail only. No hard copy quotation of the bid will be accepted.**

**Tender reference should be clearly indicated on the subject of the Mail.**

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 and subject as in-line with the scope of work* in the Mail addressed to:

[vijay.singh@hooghlycsl.com](mailto:vijay.singh@hooghlycsl.com) / [Sivaprasad.sp@hooghlycsl.com](mailto:Sivaprasad.sp@hooghlycsl.com)

### **PRE-BID MEETING**

- a. Pre-bid meeting shall be conducted at HCSL conference room on 10.09.2024, at 10.30 AM with prospective bidders to clarify any concerns bidders may have with the tender documents, scope of work and other technical details of the requirement.
- b. Firms can attend the pre-bid meeting, bidders desirous of attending the pre-bid meeting are to forward the details of attending persons (with Aadhaar card details) latest by 09.09.2024 1700 Hrs. to Manager (SC&C) at e-mail address [vijay.singh@hooghlycsl.com](mailto:vijay.singh@hooghlycsl.com)

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



**For Hooghly Cochin Shipyard Limited**

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*Neeraj S.*

**For Hooghly Cochin Shipyard Limited**

Signature and Seal of the Bidder(s)



**MINIMUM QUALIFICATION CRITERIA**

**For Participating In The Tender Will Be As Follows:**

- 1.1. The Bidder shall be a single firm having experience in Surface Preparation and Painting of Aluminum Hull for Ship-refit, Shipbuilding, Marine Projects.
- 1.2. Experience as contractor in the successfully completed or under execution of **similar scope of work** in preceding 3 years. (Satisfactory completion certificate and Work-order /Purchase Order from the Client for work done should be submitted along with bid). Vendor should have completed and submit the details of work experience in preceding 03 FY years (2021-22, 2022-23, 2023-24) of similar nature of works as:

- 01 (one) work order** of value at least Rs. 7.5 lakhs in past 3 FY's OR,  
**02 (Two) work orders** of value at least Rs. 4.5 lakhs each in past 3 FY's OR,  
**03 (Three) work orders** of value at least Rs. 3.5 lakhs each in past 3 FY's

Similar scope of work means: "The experience of successfully completed or under execution 'Surface Preparation and Painting Works of Aluminum Hull' for Ship-refit, Shipbuilding, Marine Projects".

Experience within the past 3 years ending last day of month previous to one in which applications are invited are only considered.

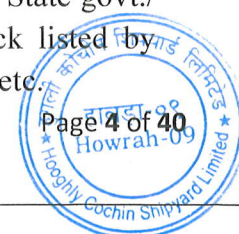
- 1.3. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement, certificate from the employer for satisfactory completion of work along with the GST Invoice shall be submitted to HCSL in support of its claim of experience.

The work experience shall comprise of work having comparable nature to that of Surface Preparation and Painting of Aluminum Hull for Ship-refit, Shipbuilding, Marine Projects. If the experience claimed by the bidder is of no relevance with respect to Surface Preparation and Painting of Aluminum Hull for Ship-refit, Shipbuilding, Marine Projects, then such experience will not be considered for pre-qualification. Decision taken by HCSL in this regard will be final.

**Common Requirements from the Bidders:**

Following documents are required to be submitted by the bidders along with the Techno-commercial Bid (Part – I) submission:

- 1.4. The Bidder should enclose copy of statutory documents **PAN, GST registration certificate, Income tax returns for last three FY (2020-21, 2021-22, 2022-23)** or for **AY (2021-2022,2022-2023,2023-2024)**.
- 1.5. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years, FY (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification. **Net worth of the bidder must be positive as per the latest balance sheet of FY 2022-23. (MSE/NSIC may get exemptions as per prevailing Govt. norms).**
- 1.6. The average annual turnover of the bidder should be at least **Rs. 5 lakhs** during the last three preceding FY years (2020-21, 2021-22, 2022-23).
- 1.7. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL/HCSL or by any of the Public Sector Undertaking or Government department etc.



**TECHNICAL SPECIFICATION / SCOPE OF WORK:**

Surface preparation and painting for Hybrid Aluminium Catamarans (06 Nos.) being constructed at Hooghly Cochin Shipyard Ltd, Howrah

**1. ABOUT THE VESSELS**

1.1 The main particulars of the vessel are as below:

Length Overall (Hull)	:	24.8 m approx.
Breadth (mld.)	:	6.40 m approx.
Mean Draught (mld.)	:	0.9 m approx.
Hull & main deck	:	Marine grade Aluminium
Super structure	:	FRP

**2. Rules And Regulations**

➤ **Classification**

The vessel shall be built under **IRS** with the following IRS Class Notation

**㊦ IWL, ㊦ IY, PASSENGER VESSEL, ZONE 2, BATTERY PROP**

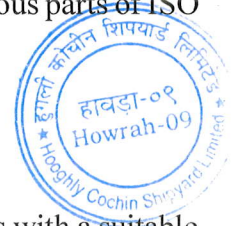
Statutory review, certification and survey shall be done by IRS as per Inland Vessel Rules 2022 with all amendments as on date of submission of the offer.

**3. SCOPE OF WORK**

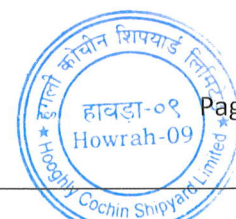
- 3.1. Surface Preparation using Bristle Blaster / Aluminum Oxide / Quartz / Non-Metallic Abrasive Blasting, Putty application and Painting for 50 Pax. Hybrid Al. Catamaran vessels (06 nos.)
- 3.2. The work is to be carried out at Hooghly Cochin Shipyard Ltd, Nazirgunge, Howrah.
- 3.3. Outer Hull (Under water and above water), & Main Deck surface preparation as per ISO 8501 SA2.5.
- 3.4. Any of following Methods for Surface Preparation to be followed:
  - a) Using Aluminum Oxide/Quartz/Garnet/Crushed Glass, Blasting Hopper, Compressed Air.
  - b) Using Bristle Blaster
  - c) Vapor blasting using Quartz/Garnet/Crushed Glass or Glass Beads.
- 3.5. Abrasive mesh size 1.70 mm-1.40 mm (12-14 mesh) 1.40mm-75% min., below 1.40 mm-25% max.
- 3.6. Blasting surface profile requirement is 60-85 mic.
- 3.7. Test methods for Non-metallic blasting, cleaning abrasives are given in the various parts of ISO 11127.
- 3.8. Painting as per Paint scheme indicated in Table 2.3 Annexure 2.

**A) CONTRACTOR SCOPE**

1. The Surface preparation includes removing oil, grease, salt and other contaminants with a suitable detergent followed by fresh water cleaning. Detergent with clothes shall be under contractor scope.



2. Before the application of first coat of system paint, Aluminum surface shall be blasted (with garnet or aluminum oxide) or hand or machine abraded with non-metallic abrasives.
3. Vapor blasting shall be done to avoid dust and pollution.
4. Required rub down and air sanding to be done between inter coating.
5. Number of Paint coating will be as per the indicative paint scheme and area.
6. Welding seam area /projections/holidays to be strip coated before spray coating.
7. Uneven surface putty application and levelling shall be under the scope of the contractor. Putty will be arranged by contractor.
8. Keel Block area blasting & painting need to be done as per the paint specification.
9. WFT & DFT should maintain as per the paint specification.
10. Each coat DFT & paint finish should be followed and maintain record as part of inspection.
11. Application of paint to be done with Airless and conventional type spray.
12. Before blasting and painting vessel is to be cover as and when required.
13. Required equipment, spray painting guns, tools and consumables required for the painting shall be under the scope of the contractor.
14. The detailed painting scheme and area of work placed with Tech. Spec. below.
15. Power tooling to be done when surface is dry. Power tooling standard should be SIS St3 Standard. Power tooling shall be done with non metallic abrasives.
16. Painting Mixing Machine, Painting mixing Gun and Spray Painting machine with all accessories & Painting Gun with certificate (if applicable). Each coat DFT and paint finish should be followed as a part of inspection.
17. All tools and tackles including Grinding Machine, Grinding Wheel / Cutting wheel/ Buffing wheel / Emery Paper/ Wire Buffing wheel.
18. Respective PPE -Safety shoe, Respiratory mask, Safety Helmet, Boiler Suit, Shoe Cover, Safety goggles, Safety Belt, 24 volt hand lamp etc
19. House Keeping work at respective work area and Protection Cover for outer hull appendages and Masking tape
20. Mopping to be done before painting if required. Required rub down and air sanding to be done between inter coating if required
21. Welding Seam area to be strip coated before spray painting.
22. Required skilled and unskilled workmen for the scope of work is under the scope of the contractor
23. Required masking and protection of windows, Electrical Equipment etc.to be done and required materials shall be under the contractor scope. Masking tape need to use as the protective cover for welding joint for the tank testing purpose.
24. High pressure water washing machine & spray gun with minimum 500 ltrs water tank. Washing & removal of water from Outer hull area



25. Complete Area Covering with tarpaulin for covering while Power tooling as required. Cover material shall be under contractor scope
26. Paint mixer machine, WFT gauge
27. Inspection Mirror
28. Providing marine grade putty (from Paint OEM) at the slot welded areas (both supply and the work), approximate qty for all six vessels is 50KG, is to be arranged/supplied by contractor.
29. Any item / equipment / service considered necessary for execution of job but not mentioned herein has to be arranged by contractor.
30. The Blasters and Painters medical fitness report duly certified by qualified MBBS doctor (TB Screening, Spirometry, Chest X-ray etc) to be submitted after award of order to ensure that the workmen (esp. painters and blasters) are fit to work in confined spaces and free from any ailments which is detrimental to working with painting activity.
31. Contractor has to deploy experienced painting supervisor/labour, so it will help to improve the efficiency and leads to good workmanship.
32. Contractor need to ensure the required roughness property in outer hull blasting.
33. Survey need to plan and prior information should be provide to QC department for arranging the Surveyor/paint rep. (i.e., 1 day before)
34. One copy of painting schedule should be available with painting contractor and respective contractor supervisor need to ensure or arrange the paint accordingly.

#### **B) HCSL Scope**

1. Power Supply
2. Fresh Water Supply
3. Paints & Thinners as Paint Spec
4. Crane support & MHE Support
5. Place for surface preparation & painting work
6. Compressed Air at available pressure.
7. Scaffolding Arrangement as Per requirement.

#### **C) Inspection Stage: (Contractor Responsibility)**

1. Pre- Blasting Inspection by QC/Paint OEM/CLASS Rep.
2. Blasting Inspection after blasting by QC/Paint OEM/CLASS Rep.
3. Painting Inspection after Painting by QC/Paint OEM/CLASS Rep. (After Each Coating)
4. Work will be undertaken and inspected as per the quality standards provided by HCSL, Paint OEM recommendations, approved by CLASS and Owner of the vessels.



## TECHNICAL SPECIFICATION

### A. SURFACE PREPARATION

Aluminium surface shall be blasted (with Garnet or Aluminium Oxide) or Hand or Machine abraded with non-metallic abrasives and prepared in accordance with the following table.

<b>Specification for Surface Preparation for 6 no Catamarans</b>				
SI No.	Description	Surface Preparation	Total Area for each vessel (M <sup>2</sup> )	Remarks
1	Hull Exterior Surface: Bottom/Sides Below LWL	SIS SA2.5	129	Under Water Outer Hull Area
2	Hull Exterior Surface: Above LWL up to main deck level and main deck floor	SIS SA2.5	165	Above Water Outer Hull & Main Deck Area
3	Power Tooling at Bulwark, Passenger seating (Floor), Wheel house (Floor), Exposed weather Deck, Ramp, Hand Rail etc.	SIS ( St3)	262	Balance Area

Table 2.1

**Note :- Break up of Surface preparation Area for 6 no Catamarans**

SI No.	Description	Area for each vessel (M <sup>2</sup> )
1	Hull Exterior below load water line including rudder and stern Area	129
2	Hull Exterior above load water line up to main deck in including D- Fender	153
3	D- Fender	12
4	Bulwark	77
5	Passenger sitting Floor, Wheel house Floor	46
6	Exposed Deck	104
7	Hull Marking	8
8	Ramp	7
9	Hand Rails	20
10	Anti Skid Powder For main deck	104

Table 2.2





**INDICATIVE PAINTING SCHEME AND AREA FOR EACH CATAMARAN**

Item no	Location	Total Area (Sq.M) for each Catamaran	No. of coats	Type of Paint	DFT
1	Hull Exterior Surface: Bottom/Side Below LWL including rudder and stern Area	129	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	175
			1	Epoxy Anti corrosive	150
			1	Tie Coat	100
			1	Final coat: coal tar free and tin free Anti fouling	100
			1	Final coat: coal tar free and tin free Anti fouling	100
2	Hull Exterior Surface: Above LWL up to Main Deck Level. (Above water Level) Including D- Fender	165	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	125
			1	Polyurethane Finish	60
3	Pax Seating (Floor), Wheel House (Floor)	46	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	125
			1	Polyurethane Top coat	150
4	Exposed Weather Deck	104	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	150
			1	Polyurethane Top coat	60
5	Paint for hull marking	8	1	Acrylic Finish	50
6	Bulwark	77	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	125
			1	Polyurethane Finish	60
7	Ramp	7	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	150
			1	Polyurethane Finish	60
8	Hand Rail	20	1	Epoxy Primer	50
			1	Epoxy Anti corrosive	150
			1	Polyurethane Finish	60
9	Anti Skid Powder For Main Deck	104	1	Non-Skid Powder - 5 KG / 20 Ltr	

Table 2.3



(Company Letter Head)

Contractor to indicate, Surface Preparation / Blasting Method to be used for subject works:

Sl. No.	Description	Contractor to indicate
1	Using Aluminum Oxide/Quartz/Garnet/Crushed Glass, Blasting Hopper, Compressed Air.	
2	Using Bristle Blaster	
3	Vapor blasting using Quartz/Garnet/Crushed Glass or Glass Beads.	



**TERMS & CONDITIONS**

1. Surface Preparation and Painting works for 06 nos. Hybrid Aluminium Catamarans being constructed at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah

**2. METHOD OF AWARDING CONTRACT**

2.1. Contract will be concluded with bidder qualifying technically (including eligibility criteria), agreeing to commercial conditions and emerging as L1 as per Annexure- 6 of this tender document.

2.2. Order will be placed on maximum 2 bidders, when they will match L1 bidder rate. Details given below:

2.3. Work corresponding to the 3 nos. vessels will be placed as confirmed order for L1 bidder.

2.4. Work corresponding to the 3 nos. vessel will be placed on the next inline bidder who matches the prices quoted by L1 bidder.

2.5. If none of the alternate bidders matches the L1 price, HCSL reserves the right to split the work / percentage of work to any number of bidders upon matching of L1 price or to cancel the tender if required.

2.6. If any contractor, to whom the work is awarded, is not performing as per HCSL work plan, HCSL officer in charge has the right to modify / cancel the scope of work or volume of work in WO/PO and allocate to another contractor/bidder as required. HCSL reserves the right to split the work / percentage of work to any number of bidders/contractors (up to H1) upon matching of L1 price.

**3. PLACE OF WORK**

Hooghly Cochin Shipyard Limited  
131/1, Satyen Bose Rd, Nazirganj,  
Guabaria, Mourigram, Howrah- 711109, India.

**4. WORK PLAN / WORK COMPLETION SCHEDULE**

4.1. For each ship, work completion duration is within 30 days of PO or intimation of site clearance by Project Manager.

4.2. If required work on each vessel is to progress simultaneously.

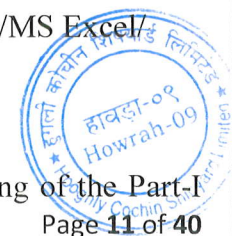
4.3. HCSL shall indicate the master construction schedule of completion of the work of vessel after awarding the contract. The contractor in turn shall submit their detailed scheduled of completion of the work, in consultation with the officer in-charge. The progress of work shall be made in tandem with the progress of completion of the vessel allowing sufficient time for other interface activities / works.

4.4. Yard has the right to change the schedules of the project in the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the yard contact person.

4.5. Progress of work to be updated to officer in charge in requested format (MS Project /MS Excel/ MS Word) twice in a month/ as and when a review meeting is called for.

**5. VALIDITY OF OFFER**

The offer shall be valid for acceptance for a period of 90 days from the date of opening of the Part-I



Techno-Commercial Bid.

## 6. VALIDITY OF CONTRACT

Once the contract is awarded, the price offered and mutually agreed shall remain firm for 12 months from placement of order or till completion of work (whichever is later) and no escalation in labor, transportation cost etc. shall be allowed by HCSL on whatsoever reason thereafter.

## 7. PAYMENT TERMS

7.1. **Payment will be made for each vessel separately.**

7.2. Payment will be made in two stages (Below percentage is of total contract value of vessel):

STAGE-I: 90% of Contract Value, for each vessel, on successful completion of complete scope of work and certified by HCSL QC/ HCSL Officer -in-charge.

STAGE-II: 10% of Contract Value on Completion of defect liability period and Nil liability certification by HCSL officer in-charge **OR** after completion of work against submission of PBG/WBG valid till defect liability period (plus two months).

7.3. All Payment will be made as per the Actual Measurement basis with applicable taxes. Payment shall be made on the basis of certification by HCSL officer in-charge. Contractor shall submit work completion certificate issued by HCSL authority.

7.4. The payment shall be made within 30 days from submission of invoice along with the work completion certificate.

7.5. All claims for payment for the work/ additional work (if any as per special instruction from OIC) shall be submitted by the contractor within one month of completion of work.

7.6. Payment will be made by RTGS/NEFT to the account of agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the agency in the proforma of HCSL.

7.7. Above% payment of order value with applicable taxes will be released against original invoice subject to the full satisfaction and acceptance of work / items by Officer -In-Charge. Original tax invoice should contain GST number of both parties and submit in triplicate.

7.8. Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be paid by contractor and documents as a proof to be submitted along with invoice.

7.9. The Contractor shall provide the minimum wage rate of the Central Govt. and submit the Bank account statement of the wage payment along with the bill;

7.10. Contractor shall indicate details such as PAN, GST. required for processing payment. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.

7.11. Quantum of work indicated at Annexure-2 is final however additional works as per clause 8 of Annexure-3, also to be considered while quoting, actual quantum of work executed at site shall be considered for the payment purpose.

## 8. ADDITIONAL WORKS

Additional works up to 5% growth of work on the surface preparation & Blasting painting works in terms to be envisaged and is to be undertaken without any additional price impact.



8.1. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by classification society, to be carried out by the contractor free of cost. In case of rework/modification /additional work, the same is to be discussed and clearance to be obtained from the Officer-In-Charge before commencement of the work.

8.2. Contractor shall carry out the complete work in accordance with shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the contractor without any additional charge.

8.3. Contractor shall execute, during or after completion of the work, any minor job connected with the work, that is considered necessary by shipyard and/or classification society.

## 9. GROWTH OF WORK

HCSL shall be at liberty to place additional work to the extent of contract value at the same rate, terms and conditions of the contract within contractual delivery period and bidder shall have to honor it. Such additional work shall be entrusted to the contractor through a separate Order to that effect or through an amendment to the Order. In any case, the contractor should not undertake any (additional) work beyond the Contractual period without an order to that effect from HCSL. This additional work is considered beyond the total order quantity.

## 10. TAXES & DUTIES

GST shall be applicable extra on the prescribed work. Bidders are requested to furnish the following details in the invoice/Bill.

- Applicable rate of GST/SAC Code
- Firms GST Reg. NO.
- Service accounting code (SAC) as prescribed by statutory authorities
- GST Registration Number of Hooghly Cochin Shipyard Limited is **19AAECH3640L1ZD**

## 11. MSE/ NSIC benefits: (If and only if the certificate issued is in the relevant field)

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 MSE's orders, 2012, all MSE bidders 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.

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 (5% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate.

C. This tender shall be based on MSE order dated 23<sup>rd</sup> march 2012, pertaining to public procurement policy.



D. MSE's quoting price band L1 + 15% (in the ascending order) may be awarded complete work, 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.

## 12. COST OF TENDER AND EMD (EARNEST MONEY DEPOSIT):

- a) Cost of Tender: Nil
- b) Tenderers shall deposit an amount of **Rs. 27,000 ( Rupees Twenty Seven Thousand)** 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 Ltd. 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 -

**HOOGHLY COCHIN SHIPYARD LIMITED**  
**STATE BANK OF INDIA**  
**COCHIN SHIPYARD BRANCH**  
**ACCOUNT NO: 37354232301**  
**IFSC CODE: SBIN0003229**

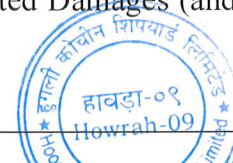
- a) EMD of bidders (unsuccessful during first stage i.e. technical evaluation etc.) shall be returned after declaration of result of first stage i.e. technical evaluation.
- b) EMD of bidders (unsuccessful after price bid opening) will be released after issuance of work order and its acceptance by the contractor to whom the work is awarded.
- c) EMD of the successful bidder will be refunded after remittance of the security deposit.
- d) EMD deposited with the Client will be forfeited,
  - (i) if a bidder withdraws or modifies his bid during the period of validity specified or
  - (ii) if the successful bidder 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.
- e) The relevant documents pertaining to the EMD should be enclosed with Techno-commercial Bid.  
**TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.**

## 13. SECURITY DEPOSIT/WARRANTY BANK GUARANTEE

The successful tenderer shall remit 5% of the value of the contract as security deposit within 07 days of receipt of the work order. This amount after adjusting the EMD may be remitted by way of demand draft or bank guarantee (in approved proforma of HCSL) from any of the scheduled banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract and on certification of nil liability to HCSL by Officer-in charge.

## 14. LIQUIDATED DAMAGE

In case of delay in supply of ordered materials or execution of work beyond the stipulated completion 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 the contract value subject to a maximum of 10% of the total basic price of the contract value (Total basic price is the order value excluding freight, taxes, other charges etc.). Further GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Risk Purchase clause.

## 15. RISK PURCHASE

If the firm's performance is found not satisfactory with regard to the progress of work, quality, and time factor, labour dispute with their workers, poor safety record, contract shall be terminated with 7 day notice and no claim whatsoever will be entertained in this regard from the firm. If the contractor fails to commence the work in time, as per the terms in work order or violate any other terms & conditions of work order, HCSL shall have the following rights.

- a) To terminate the contract within 7 days of notice forfeiting the Security deposit
- b) To initiate alternative arrangements at the risk and cost of the contractor.

**16. DEFECT LIABILITY PERIOD:** The contractor has to guarantee the workmanship for a minimum period of 12 months from the date of successful completion of work against defective workmanship. 10% of the contract value shall be released to the Contractor on completion of the Defect Liability Period. During this period any part/Items found defective shall be repaired by the Contractor free of cost any trouble or defect originating with the workmanship of any facilities installed arises at any time up to 12 months from the date when the work is successfully completed, and the CONTRACTOR is notified thereof, the CONTRACTOR shall at his own expense, (at the location of the vessel as advised by yard) and as quickly as possible make such alteration / repairs and replacements as may be necessary to comply with the above guarantees and shall reimburse any costs and expenses incurred by HCSL in connection with such trouble or defect. If the contractor fails to take action as above as HCSL shall direct, HCSL shall be free to take corrective/alternative action at the contractor's cost and risk within a reasonable time.

## 17. 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.

## 18. TERMINATION & LIMITATION OF LIABILITY

- a. This contract may be terminated upon the occurrence of any of the following events.
  - i. By agreement in writing of the parties hereto;
  - ii. By the non-defaulting party, upon default by the other party, of any clauses of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting in party.
  - iii. By the other party, upon either parties:
    - (i) Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or



- (ii) Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
- (iii) Ceasing to do business for any reason.
- iv. In cases where maximum limit of LD is reached and still the items are not delivered/ work is not completed.
- v. For fraud and corruption or other unacceptable practices.
- vi. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.
- b. HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e. '7 days' notice period. HCSL shall be entitled to compensation for the loss limited to the order value.
- c. Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered /work done as per the payment milestones.

## **19. STORAGE OF MATERIAL AND EQUIPMENT**

**19.1.** The contractor shall arrange the storage of the materials/ equipment etc. if any, at a suitable location assigned by HCSL and shall ensure the safe and secure possession and handling of the items thus handed over to contractor. HCSL shall allot storage space within HCSL premises, if available.

**19.2.** As regards the equipment/ materials stored by him as above as also in use by him, HCSL will not be responsible for any damage, pilferage, accident that may take place during the course of execution of the work. It will be entirety his responsibility to keep all the equipment, materials etc., in safe custody as also hold them duly insured at his expense.

## **20. POWER OF ATTORNEY**

20.1. The tenderer(s) shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.

20.2. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney (Enclosure-7) or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

## **21. ARBITRATIONS**

21.1. Any disputes arising during the execution of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

21.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be





conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties here to. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

21.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata, West Bengal, India only. Governing law should be Indian law and place and seat of arbitration is at Kolkata, West Bengal. Language of arbitration should be English.

## **22. LABOUR LICENSE**

The Agency has to take Labour License from the appropriate Authority for the said work under Contract Labour Regulation & Abolition Act 1970. Further the Agency has to apply for Form III to the Principal Employee with the intimation to the commencement of the work. While applying for FORM III the Agency has to submit PAN No, LIN No, registered Address and other information as desired by the Principal Employer. While Submitting the Bills The agency has to submit all the relevant documents to the HR Dept of HCSL for statutory Clearance of Bills.

## **23. LABOUR LAW & REGULATIONS (Time to time amendments by Govt. to be strictly followed)**

23.1. The contractor shall undertake and execute the work with contract labour only after taking license from the appropriate authority under the contract labour (regulation & abolition) act 1970.

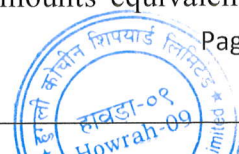
23.2. The contractor shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the factories act , 1948, employees provident funds at miscellaneous provisions act, 1952, employees state insurance act, payment of gratuity act, minimum wages act, payment of bonus act, contract labour (regulation and abolition) act and all other enactments as are applicable to his and his workmen employed by him. The contractor shall inform HCSL his license number prim the Central Labour Commissioner.

23.3. All contract workmen, except those exempted under the respective acts, shall necessarily be insured under the ESI scheme and be made members of the EPF scheme from the day of their engagement as contract workmen in the company. All such insured contract workmen should carry with them their ESI identity card for verification by the authorities. No contract workmen without a valid ESI identity card for verification by the authorities will be permitted to work in the company.

23.4. The Contractor shall submit the labour reports/ returns as required by the company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach personnel department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.

23.5. The Contractor shall maintain the records viz. muster roll, acquittance roll with full details, account books etc., in original. These are required for inspection by the concerned authorities under each scheme.

23.6. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, HCSL shall deduct or adjust amounts equivalent to such



contribution, charges or amounts from amount payable to him by HCSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by HCSL.

23.7. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by HCSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by HCSL.

23.8. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.

23.9. All person who are engaged for various works in HCSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:

Aadhar/attested copy of Aadhar with photo and address particulars. **OR**

Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing police station and that the person is not involved in any criminal offences as per the records available therein.)

23.10. Application and declaration for enrolling under employees provident fund and ESI Scheme.

23.11. **Contractors are requested to familiarize themselves with the labour rules & regulations prevailing in HCSL including the labour wage pattern of contract labours.**

## 24. SAFETY OF PERSONNEL AND FIRST AID

24.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. Detailed information and references available with HSE department of HCSL.

24.2. The Contractor may arrange to suitably insure all his workmen/ other personnel in this regard. HCSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.

24.3. In this regard, the Contractor will have to fully indemnify HCSL against any claims made by his workmen/other personnel.

24.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

24.5. Occupational Health, Safety & Environmental Requirements: Contractor is deemed to comply with the occupational health, safety and environmental policy of the company.

## 25. IMS GUIDELINES

25.1. HCSL implemented an Integrated Management System (IMS) consisting of Environmental Management system (EMS), Occupational Health and Safety Management System (OHSMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply



with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of HCSL.

25.1.1. Preventing occupational ill health and injuries.

25.1.2. Ensuring safe work sites.

25.1.3. Handling and disposal of Hazardous wastes safely.

25.1.4. Complying with statutory & regulatory and other requirements.

25.2. If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.

## 26. ELECTRICITY RULES & REGULATION

The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

## 27. SUB CONTRACTING AND ASSIGNMENT

27.1. Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of HCSL.

27.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor 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/ Work Order.

## 28. STATUTORY CONDITIONS AND LABOR LAWS

28.1. The firm must comply with statutory requirements, like ESI/EPF etc., and other labor laws/regulations in force and as amended from time to time.

28.2. Under no circumstances HCSL will be responsible for any statutory compliance related to Labor, Central/State Government if any.

**28.3. The contractor shall provide the minimum wage rate of the Central Government & submit the bank statement of wage payment along with the bill.**

## 29. INDEMNITY

29.1. The firm shall indemnify HCSL and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against HCSL directly or indirectly by reason of:

- a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
- b) Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

29.2. The service provider shall indemnify HCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at HCSL

### 30. **OVERWRITING & CORRECTIONS**

Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer

### 31. **SECURITY CLAUSE**

31.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.

31.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.

31.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board Navy/coast guard/private owner vessels except without written approval from the competent authority of HCSL.

### 32. **DAMAGE OF MATERIALS / EQUIPMENTS**

The contractor will ensure that no damage is caused to the materials, due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.

### 33. **INDIVIDUALITY OF CONTRACT**

This Contract should be treated as an individual contract and should not be related with other orders with HCSL in respect of progress of work or payment.

34. Acknowledgement of the Purchase order/Work order by signing and returning a copy of same within 3 days is required once the order is placed to vendor. If acknowledgement is not received, it will be presumed as accepted.



**For Hooghly Cochin Shipyard Limited**

GENERAL TERMS & CONDITIONS

1. Specific resources required/employed for the job: The contractor shall deploy and submit details of resources (equipment and manpower) of adequate capacity and quantity to be specifically provided for subject works. Details to be submitted after award of order, prior start of work.
2. The contractor/bidder must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 yrs. In similar works;
3. The Contractor shall provide the minimum wage rate as prescribed by the Central Govt. to their workmen/s.
4. The Contractor shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Hooghly Cochin Shipyard Engineers deputed for the job. The job should be completed at the time specified by the supervising Engineer for each stage of work.
5. The Blasters and Painters medical fitness report duly certified by qualified MBBS doctor (TB Screening, Spirometry, Chest X-ray etc) to be submitted after award of order to ensure that the workmen (esp. painters and blasters) are fit to work in confined spaces and free from any ailments which is detrimental to working with painting activity.
6. The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of HCSL.
7. Work will be undertaken and inspected as per the quality standards provided by HCSL, and approved by CLASS and Owner of the vessels.
8. Area and steel skids will be provided by HCSL, leveling of the skid will be undertaken by contractor to the satisfaction of HCSL QC. Required production aids shall be arranged by Contractors.
9. The contractor shall arrange to collect and clean up every day all waste, scraps, debris, etc. generated by the work men while working onboard the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of HCSL. In case any failure on his part to comply with this requirement, HCSL will arrange the required cleaning entirely at the contractor's cost.
10. Assistant General Manager (P&P) or his authorized representative will be the Officer-in-charge of this Contract.
11. Material supplied by HCSL may not be in the required size and shape. These may be cut and prepared after proper nesting by the Contractor. Special care to be taken to reduce wastages. Shortage of any material (supplied by HCSL) arising out of excess wastages due to improper planning shall have to be made up by Contractor free of cost.
12. The contractor shall be responsible for any damage caused to the material supplied by HCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
13. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.



14. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

15. Contractor to provide all personnel protective items like safety helmets, gloves, welding shields, goggles, leg guards, safety belts, boiler suit, safety shoes etc. to their employees.

16. The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service. 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.

17. 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.



**For Hooghly Cochin Shipyard Limited**

SPECIAL TERMS & CONDITIONS (TWO-BID SYSTEM)

**1. MODE OF SUBMISSION OF TENDERS:**

- Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL"** & **PART-II "PRICE"** indicating the tender number, due date of the tender in the Mail and addressed to The Assistant General Manager (Materials), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. Tender to be submitted by Email only.
- Bidders are requested to submit the bid by e-mail (**Price part password protected**) to the following email addresses clearly mention the tender reference in the subject line for easy identification:

[vijay.singh@hooghlycsl.com](mailto:vijay.singh@hooghlycsl.com) / [sivaprasad.sp@hooghlycsl.com](mailto:sivaprasad.sp@hooghlycsl.com)

- 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, helpdesk, mail, mail admin, billing, hello, careers.*

**2. 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 documents (as applicable);
- b. Financial documents as mentioned in "**Common Requirements**" of **Annexure-1**;
- c. **Signed Copy of un-priced Price bid (Annexure-7) (Price bid without price & with percentage of taxes & duties and details like "quoted/Nil/included" need to be mentioned for each line item.)**
- d. Signed and stamped copy of Technical Specification / Scope of Work as per **Annexure 2** with supporting documents if required
- e. Signed and stamped copy of tender terms and conditions as per **Annexure 3, 4 & 5**;
- f. Checklist duly undersigned with remarks, if any applicable as per **Annexure-6**;
- g. List of Deviation (if Any) as per **Annexure-8**;
- h. Vendor Details as per **Annexure-9**;
- i. NEFT mandate Form as per **Annexure-10**;
- j. Security Deposit formats per **Annexure-11**;
- k. Power of Attorney document as per **Annexure-13**;
- l. Self-Declaration as per **Annexure-14**;
- m. Details of Legal Case(s) pending Format as per **Annexure-15**.

**All documents provided along with techno-commercial part should be stamped and undersigned. HCSL reserves the right the reject the bid in case of any discrepancies on the mentioned aspect.**

**3. PRICE PART:**

The price part should contain the following details:

- The price correspondent to each item;
- Taxes as applicable



**The price bid to be offered in the given format (Annexure – 7). Deviations to the format as given would be liable to decline of the bid so submitted.**

4. **Validity:** The offer should be valid for a minimum period of **3 (Three) months** of date of tender opening.
5. HCSL reserves the right to alter, modify the scope of supply, at their discretion.
6. Un-priced bid to be submitted along with techno-commercial part (Part – I – Techno-commercial Bid) with details like percentage of taxes & duties applicable & details like “quoted/nil/included” to be mentioned for each line item as per Annexure-6.
7. Tenders should be submitted through E-mail only. No hard copy of the tender documents will not be accepted and may subject to rejection of the bid as a whole by the HCSL authority.
8. **Price part should be submitted exactly in the Price Format as provided (Annexure 7).** 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.
9. Unprotected Price Bids/ Price Bids which are not password protected will be subject to rejection/disqualification of bid and HCSL as a whole reserves the right to cancel out such bids.
10. 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.
11. 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.*
12. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
13. Bidders 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.
14. The bidder shall be deemed to have carefully examined the scope of work, technical specifications, general & special terms and conditions, and other necessities mentioned in the tender and have to satisfied himself as to the nature and character of the works to be carried out, the site conditions and all relevant matters & details.
15. All pages of offers including price bids, supporting documents etc. are to be signed by authorized signatory in each page and company seal should be affixed on each page. In case of non-compliance, offer is liable for rejection.
16. Bidder should make sure that they comply with all the techno-commercial details in additional to adhere to all technical specifications during the whole process (i.e. Starting from bid submission to carry out scope of work as per work agreements and as applicable) and provide necessary MSE/NSIC Certificates to avail exemptions, if applicable.
17. Participants/Vendors are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and HCSL, before submitting your offer.
18. If 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.





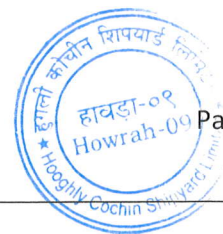
19. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.
20. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
21. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).
22. After scrutinization of documents (Part – I) provided by the bidders, and after successful techno-commercial qualification, bidders will be contacted prior to opening of price bid. Passwords will be asked before opening of price bid. Authorized representor is required during the opening of price bid.
23. The bidders are advised to familiarize themselves with the site conditions before quoting.
24. Supplier should depute only persons who are entitled for exemption for income tax in India or any site work. In case the supplier does not depute such persons, the tax liability will be to supplier's account.
25. After submission of tender, no unsolicited correspondence will be entertained.
26. 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.
27. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Officer-in-charge's decision will be final and binding on the bidder.
28. All applicable taxes, duties, transportation, delivery, 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.
29. Bidders to note that no advance payment will be made by HCSL against purchase order issued.



**For Hooghly Cochin Shipyard Limited**

**Techno-Commercial Checklist for Tender for Surface Preparation and Painting  
for 06 nos. Hybrid Aluminium Catamarans at HCSL**

Sl. No.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1	Submission of Tender in two (2) parts – Techno-commercial & Price (Password protected)			
2	Work Completion Period as per Tender			
3	EMD			
4	Validity of offer – 90 Days			
5	Payment Terms			
6	The Prices offered should remain firm till the completion of work, in case the work order is placed with you.			
7	Have you specified Taxes, duties, levies etc., if any, in the offer?			
8	Signed and stamped copy of unpriced bid (mentioning taxes and duties) and “quoted/nil/included” against each line item as per Annexure to be included in the techno- commercial offer. Please confirm			
9	Compliance with Pre-qualification criterion with supporting documents			
10	Self-attested copy of PAN Card, GST, ESI, EPF and MSME/NSIC registration certificate.			
11	Disputes in connection with contract subject to jurisdiction of courts at Kolkata, India.			
12	Defect Liability Period as per relevant clause in the terms of enquiry.			
13	L.D. payable as per relevant Clause in the General terms of enquiry.			
14	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
15	Confirm all other terms and conditions of enquiry are acceptable.			
16	Contractor to provide minimum wage structure as prescribed by <b>Central Govt.</b>			
17	ITR, Balance Sheets, Profit & loss statement for FY 2020-21, 2021-22 & 2022-23 submitted with the Bid.			
18	List of Deviations to be submitted as per Annexure			
19	Supplier should have minimum average annual turnover of <b>Rs. 05 Lakhs</b> as on 31 <sup>st</sup> March (FY 2020-21, 2021-22 and 2022-23) Supporting document to be submitted along with technical bid			



**PRICE BID FORMAT****SURFACE PREPARATION AND PAINTING FOR 06 NO. HYBRID AL. CATAMARANS**

<b>SPECIFICATION FOR SURFACE PREPARATION FOR CATAMARANS</b>							
Sl No.	Description	UOM	Area (M <sup>2</sup> ) foreach Catamarans (A)	Unit Rate (INR) (B)	Total Amount (INR) (C=A X B)	GST Amount (INR) (D)	Total Amount Including GST (INR) (E=C+D)
1	Hull Exterior Surface: Bottom/Sides Below LWL (SIS SA2.5)	M <sup>2</sup>	129				
2	Hull Exterior Surface: Above LWL up to main deck level and main deck floor (SIS SA2.5)	M <sup>2</sup>	165				
3	Power Tooling at Bulwark, Passenger seating (Floor), Wheel house (Floor), Exposed weather Deck, Ramp, Hand Rail etc. (SIS ( St3))	M <sup>2</sup>	262				
4	<b>INDICATIVE PAINTING AREA (AS PER ANNEXURE 1 PAINTING SCHEME)</b>						
Item no	Location	UOM	Total Area (Sq.M) for each Catamaran				
4.1.	Hull Exterior Surface: Bottom/Side Below LWL including rudder and stern Area	M <sup>2</sup>	129				
4.2.	Hull Exterior Surface: Above LWL up to Main Deck Level. (Above water Level) Including D- Fender	M <sup>2</sup>	165				
4.3.	Pax Seating (Floor), Wheel House (Floor)	M <sup>2</sup>	46				



4.4.	Exposed Weather Deck	M <sup>2</sup>	104				
4.5.	Paint for hull marking	M <sup>2</sup>	8				
4.6.	Bulwark	M <sup>2</sup>	77				
4.7.	Ramp	M <sup>2</sup>	7				
4.8.	Hand Rail	M <sup>2</sup>	20				
4.9.	Anti Skid Powder For Main Deck	M <sup>2</sup>	104				
Total Amount (Excluding GST) (INR)							
Total GST Amount (INR)							
Total Amount Including GST (INR)							
Total Amount Including GST (INR) (In Words)							

**Price Bid Instructions:**

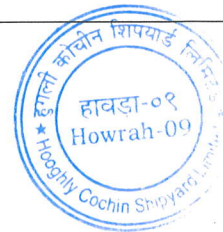
**Quantity given is for one vessel, order will be placed for each vessel individually and payment will also be for each vessel separately.**

1. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
2. The quoted price will be valid for a period of 3 (three) months.
3. Quotation for all line items are mandatory. Partially quoting for few line items shall result in rejection of the bid.
4. L1 bidder will be evaluated based on the combined cost of **all line items excluding GST**.
5. Rate agreed upon as per quotation shall remain firm and fixed till conclusion of contract.
6. All Payment will be made as per the Actual Measurement basis with applicable taxes
7. 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, unit 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.
8. **Un-priced bid** to be submitted along with techno-commercial part (**Part – I – Techno-commercial Bid**) with details like "**quoted/nil/included**" to be mentioned for each line item.

\*Any modifications or alterations or additional notes added to the above format will straight away leads to rejection of the offer

**Seal & Sign. of the Bidder**

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**Indicative Rate for Paint Area As per Scheme**

Following costing is for reference and will not be used for L1 determination, will be used for Additional Growth of Work if required.

<b>Sl. No.</b>	<b>Type of Paint</b>	<b>DFT</b>	<b>Sq. Mtr.</b>	<b>Rate / Sq. Mtr (INR)</b>
1	Epoxy Primer	50	548	
2	Epoxy Anti corrosive	125	288	
3	Epoxy Anti corrosive	150	260	
4	Epoxy Anti corrosive	175	129	
5	Acrylic Finish	50	8	
6	Polyurethane Finish	60	269	
7	Polyurethane Top coat	60	104	
8	Polyurethane Top coat	150	46	
9	Final coat: coal tar free and tin free Anti fouling	100	258	
10	Tie Coat	100	129	
11	Non-Skid Powder - 5 KG / 20 Ltr	-	104	

**Seal & Sign. of the Bidder**



<b>Compliance statement- List of Deviations</b>	<b>PAGE 1 OF 1</b>
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Tender Name: Surface preparation and painting for 06 nos. Hybrid Aluminium Catamarans being constructed at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

**TENDER NO:** -----

**DATE:** -----

We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:

**LIST OF DEVIATIONS**

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date:

Name & Designation

Seal & Signature

(Company Seal)

VENDOR DETAILS (to be submitted along with TECHNICAL 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)	
8	EMD Details (DD No. Name of Bank)	
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:





- 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)

(.....)

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

**Form of bank Guarantee towards EMD**

(On stamp paper of value Rs. 200/-)

This deed of GURANTEE made on ..... day of ..... Two 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 Supplier') 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 the .....Act 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 Supplier, in case the Supplier withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the HCSL the Supplier 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 Supplier 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:

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY**  
**GUARANTEE**

To,  
HOOGHLY COCHIN SHIPYARD LTD  
(Govt. of India Enterprise,)  
Satyen Bose Road,  
Danesh SK Lane (PO),  
Nazirgunge, Howrah,  
West Bengal - 711109.

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 **HOOGHLY COCHIN 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.

NOWTHEREFORE 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 upto 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 a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 days 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 upto (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.....

¶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.

**POWER OF ATTORNEY**

*(On Applicant's Letter head)*

(Date and Reference)

To  
The Assistant General Manager  
Hooghly Cochin Shipyard Limited  
Nazirgunge, Howrah-711109, West  
Bengal.

Subject: Power of Attorney

Mr. / Mrs. / Ms..... (Name of the Person(s), domiciled at  
.....(Address),  
acting as..... (Designation and name of the company), and whose signature  
is attested below, is hereby appointed as the Authorized Representative and authorized on behalf of  
..... (Name of the company) to provide  
information and respond to **enquiries etc.** as may be required by the Employer for the project of  
..... (Project title) and is hereby further authorized to  
sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_).

For.....

(Name & designation)

(Company Seal)

**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.....

**Details of legal cases pending against the firm**

*(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>