

Development of Ship Repair Facility at Pandu, Guwahati, Assam.

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1NO. 10T CAPACITY FIXED TYPE

TOWER CRANE

FOR

SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

CLIENT:



Inland Waterways
Authority of India

NODAL AGENCY:



CONSULTANT:



*Hooghly Cochin
Shipyards Ltd (HCSL),
Satyen Bose Road P.O.-
Danesh Shaikh Lane,
Nazirgunge, Howrah,
West Bengal-711109, India*



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

NOTICE INVITING TENDER

Sealed competitive tenders are invited from experienced Contractors for the scope of work given below. Tenders are to reach the undersigned on or before the date and time mentioned below. Please refer scope of supply/Technical specification, General Terms and conditions and special terms attached.

Tender No:	HCSSL/PUR/TEN/2025/078 dated 09.09.2025
Name of the work	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM
Type of Tender	Open Tender-Two Bid (Hard Copy)
Cost of Tender Document	NIL
Bid Security/EMD	Rs 1,00,000/- (Rupees One Lakh only) EMD can be remitted as fund transfer through NEFT/RTGS to the following bank account: STANDRAD CHARTERED BANK, 19 N S ROAD BRANCH, KOLKATA, ACCOUNT NO. 33105908543, IFSC CODE. SCBL0036008.
Last date & time for submission of Bid	4 th October 2025 at 15:00 Hrs
Date & Time of opening of Tender	4 th October 2025 at 15:30 Hrs
Officer-in-Charge	Name : Sreejith K Narayanan Designation : CEO, HCSSL Email : sreejith.narayanan@cochinshipyard.in ceo.hcsl@hooghlycsl.com Phone No : +91 9895705175 Name : Sajal Sengupta Designation : CPE (Civil) Email : sajal.sengupta@hooghlycsl.com Phone No : +91 9007696751

Registered Office: Administrative Building, HCSSL 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 (Shipyard)

CIN: U35900WB2017G01223197, GST No: 19AAECH3640L1ZD



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

Sealed tenders addressed to the CEO, Hooghly CSL shall be dropped in the "Hooghly CSL Tender box" located at Hooghly CSL-Howrah at Danesh Sk. Lane, Nazirgunge, Howrah -711109 or courier to Hooghly CSL-Howrah at Danesh Sk. Lane, Nazirgunge, Howrah -711109, West Bengal by the due date and time and the bids should be submitted **hardcopy**.

Tenders should be submitted in a two separate sealed covers/files as PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" BID indicating the tender number, due date of the tender and subject as in-line with the scope of work.

Tender documents received after the due date & time will not be considered.

Signature and Seal of the Contractor(s)


Chief Executive Officer
For Hooghly Cochin Shipyard Ltd



SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER
CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM



**SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR
SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI,
ASSAM.**

**VOLUME- I
INSTRUCTION TO TENDERERS**





**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER
CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM**



**SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR
SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI,
ASSAM.**

**VOLUME- I
INSTRUCTION TO TENDERERS**

Contents of Tender Documents

Volume I Instructions to Tenderers

1. Special terms & conditions To Tenderers
2. Eligibility Criteria
3. Formats as per below list
 - a) Annexure 1: Application Letter
 - b) Annexure 2: Financial Capability
 - c) Annexure 3: Structure and Organisation
 - d) Annexure 4: Resources – Contractor’s Equipment and Facilities
 - e) Annexure 5A: Technical Experience
 - f) Annexure 5B: Designer’s Experience
 - g) Annexure 6: Present Book Order Position
 - h) Annexure 7: Consortium Details
 - i) Annexure 8: Power of Attorney
 - j) Annexure 9: Consortium Agreement
 - k) Annexure 10: Method of Performing Works
 - l) Annexure 11: Proposed Programme of Works
 - m) Annexure 12: Pre-bid Questionnaire
 - n) Annexure 13: Compliance statement/ List of Deviations
 - o) Annexure 14: Key Personnel
 - p) Annexure 15: Checklist – Technical
 - q) Annexure 16: Billing Schedule for Supply of Items
 - r) Annexure 17 (a – f): Price Bid Format/ Un-priced Format
 - s) Annexure 18: Bank guarantee towards EMD
 - t) Annexure 19: Integrity Pact
 - u) Annexure 20: Bank Guarantee towards warranty
 - v) Annexure 21: Format for referring cases to grievances redressal committee
 - w) Annexure 22: Special Tools and Fixtures
 - x) Annexure 23: List of recommended spares for 5 years operation
 - y) Annexure 24: Make List of Major Components
 - z) Annexure 25: Agreement between Parent and Subsidiary Company
 - aa) Annexure 26: Undertaking under GFRS
 - bb) Annexure 27: Site Visit Slip

1. Special terms & conditions to Tenderers

(To be duly filled and submitted along with offer- Part I)

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
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. Hooghly Cochin Shipyard Ltd (here by referred to as HCSL) have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
2.	<p>Scope of the tender enquiry is Turnkey Design, Manufacture, Supply, on site assembly erection, testing, approval from third party inspection agency (like Lloyds Register, DNV, BV, IRS, TUV, RINA) commissioning, training and service assistance of 01 No. Fixed Type Tower Crane at HCSL-Ship Repair Facility Unit (SRF Pandu Project Phase-1) of M/s Hooghly Cochin Shipyard Limited located inside Inland Water Authority of India Pandu Port, Guwahati, Assam in India.</p> <p>MODE OF SUBMISSION OF TENDERS</p> <hr/> <p>a. Tenders should be submitted in two separate sealed covers super scribed in capital letters as PART-I “TECHNO-COMMERCIAL” & PART-II “PRICE” indicating the tender number, due date and name & address of the tenderer. Offers submitted not as above shall not be considered.</p> <p>b. Sealed tenders addressed to The Chief Executive Officer (HCSL) shall be dropped in the “HCSL Tender box” located at HCSL-Hooghly Cochin Shipyard Limited, Administrative Building, HCSL Premises, Satyen Bose Road, Po- Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 711109, by the due date and time. Price bids of techno commercially acceptable bidders only will be opened.</p> <p>c. Only hard copies of offers are entertained. Hard copy of techno commercial offer should be submitted. Price bids of techno commercially acceptable bidders only will be opened. Part I “Techno-Commercial”: 1 Original Part II “Price”: 1 Original</p> <p>d. All pages of tender document including corrigendum, if any shall be duly signed by the bidder and submitted along with the bid.</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
3.	GENERAL PRE-QUALIFICATION CRITERIA			
3.1	<p>The Bidder shall be a Single firm or licensee (having valid license agreement/ collaboration agreement) or Consortium/Joint Venture (JV) of maximum three members.</p> <p>Single/ Lead partner shall be an Indian firm. Role of each of the partners are also to be defined.</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
3.2	<p>Single bidder/ members of consortium/ members of JV/Licensee/ Licensor should be in the business of crane manufacturing or heavy engineering for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted. The certificate should be notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.</p> <p>Heavy engineering company shall be registered in India and should have sufficient steel fabrication capacity. Necessary self-certified supporting documents shall be submitted in this regard.</p> <p>In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria of doing business of crane manufacturing for last 10 years. The tender shall be accompanied by a legally binding document signed by parent company and subsidiary stating that the firms are jointly and severally liable to HCSL and responsible in full for the performance of the contract. In this regard, letter from parent company and agreement between parent company and subsidiary company are to be submitted as per formats placed at Annexure 25(a) and 25(b).</p> <p>In case of licensee, license agreement shall be valid for a period of at least 10 years from the date of submission of bid. Indian firm having license agreement with foreign partner shall indemnify HCSL against all cost, damages which may occur in the event of license agreement becoming invalid before the expiry of the guarantee period of crane or due to failure of the licensor in discharging his role or responsibilities or obligations as stated in this tender document. The licensor shall supervise manufacture, installation, testing and commissioning of crane.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
3.3	<p>Single bidder/ members of consortium/ members of JV/ Licensee /Licensor shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. An undertaking shall be submitted in this regard.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
3.4	<p>The Single bidder should meet both the technical and financial criteria in full. The members of JV/consortium must collectively meet the technical criteria. Members of JV/consortium shall meet the financial criteria as mentioned in Clause No: 3 of eligibility criteria.</p> <p>The licensee and licensor must collectively meet the technical criteria. Licensee and Licensor shall meet the financial criteria as mentioned in Clause No: 3 of eligibility criteria.</p> <p>In case of subsidiary companies set up in India, technical experience and financial criteria shall be collectively met by subsidiary and parent company (Indian or Overseas).</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
4.	<p><u>CONDITIONS FOR CONSORTIUM</u> In accordance with clause no. 5 of eligibility criteria</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
5.	<p><u>CONDITIONS AND REQUIREMENTS FOR JOINT VENTURE</u> In accordance with clause no. 6 of eligibility criteria</p>	<table border="1"> <tr> <td data-bbox="1268 317 1357 380">YES</td> <td data-bbox="1357 317 1446 380">NO</td> </tr> </table>	YES	NO
YES	NO			
6.	<p><u>TECHNO-COMMERCIAL PART SHOULD CONTAIN THE FOLLOWING DETAILS</u></p> <ol style="list-style-type: none"> a. Technical details of offer. b. Requirements for meeting Pre-qualification criteria as per Volume I & II. c. Documentation required as per Volume I & II of enquiry (Eligibility criteria, Consortium conditions, checklist submissions, etc) d. Bank guarantee towards EMD as per Annexure 18 of Volume I. e. Integrity pact document duly filled/signed/sealed as per Annexure 19 of Volume I. f. Duly filled and signed copy of Vol I : Special terms & conditions. g. Signed copy of HCSL tender specifications and corrigendums, if any. h. Deviations/Exclusions, if any from any of the tender terms, failing which it will be considered that all terms & conditions are accepted. i. Outline Quality Assurance Plan. j. Unpriced format (without Price) of price as per format at Annexure 17a, 17b, 17c, 17d, 17e & 17f of Volume I of tender document. k. All required information and supporting documents including forms/ declarations/ undertakings required as per tender to be submitted. <p><u>CLARITY OF OFFER</u> Offers should be clear and unambiguous. Incomplete/ ambiguous offers are likely to be rejected. Offer should be free from overwriting. Corrections and additions, if any, must be duly attested.</p>	<table border="1"> <tr> <td data-bbox="1268 989 1357 1052">YES</td> <td data-bbox="1357 989 1446 1052">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
7.	<p><u>PRICE PART SHOULD CONSIDER THE FOLLOWING AS APPLICABLE</u></p> <ul style="list-style-type: none"> a. Price of Materials/equipment supply – from Indigenous location b. Price of Materials/equipment supply – from Overseas location c. Design and manufacture d. Customs clearance charges except customs duty e. Freight costs upto SRF Pandu Project (Phase-1) stores, Guwahati f. Insurance g. Clearance charges, local transport up to SRF Pandu Project (Phase-1) stores, Guwahati, loading and unloading at SRF Pandu Project (Phase-1) site. h. Transport within SRF Pandu Project stores upto erection site i. Erection equipment/Workshop equipment j. Positioning of supporting equipment for erection and commissioning k. Commissioning, testing and hand over l. Training by service engineer m. Labour requirements including habitat n. Cost and arrangement of Mobilisation of plant, equipment and it's maintenance. o. Cost and arrangements of consumables, material handling equipment, gas, water, electricity, compressed air. p. Special tools (Crane supplier can take back the Erection equipment/ Workshop Equipment's bought for fabrication, erection and commissioning activities) and loads for testing purpose. q. Cost of spares for 2years operation as listed in Volume II – Technical Specification at clause No. 34.I. r. Safety of items delivered against damages, theft, etc. and its preservation till commissioning s. Statutory approvals t. Local support necessitated at site u. Manpower related issues v. All other requirements as per tender document which has a price implication. w. Any other details as applicable. 	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
8.	<p><u>PRE BID MEETING</u></p> <p>a) The bidder or his official representative is advised to attend a Pre-bid meeting which will be convened at HCSL/SRFPU through video conference (MS teams). The meeting shall be attended online by techno-commercially competent senior representative(s) of the bidder duly authorized.</p> <p>b) Date of the pre-bid meeting is 19.09.2025 at 15:00 hrs IST (through MS teams (online))</p> <p>c) All bidders are advised to study the bid document thoroughly and prepared for the meeting.</p> <p>d) The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage.</p> <p>e) Any bidder requiring a clarification of the proposal document must notify HCSL in writing, at least two (2) days in advance to the pre-bid date in the pre-bid questionnaire format placed at Annexure 12 of Volume I. Any request for clarification in writing must be addressed to sreejith.narayanan@cochinshipyard.in sajal.sengupta@hooghlycsl.com</p> <p>f) <u>The bidders shall forward their request to above email ID's for getting online link for attending pre-bid meeting.</u></p> <p>g) The compilation of all clarifications sought / queries raised during the pre-bid meeting and its replies shall be published on the website only. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by HCSL exclusively through the issuance of an addendum or corrigendum.</p> <p>h) At any time before the submission of proposals, HCSL may, for any reasons, whether at its own initiative or in response to a clarification requested by a bidder, modify the documents by amendment.</p> <p>i) The amendment will be notified only on HCSL/Govt. websites and no separate paper advertisements will be issued.</p> <p>j) Any clarification in the price format, if required, shall be discussed and finalised during the pre-bid meeting.</p>	<table border="1" data-bbox="1271 1108 1450 1173"> <tr> <td data-bbox="1271 1108 1360 1173">YES</td> <td data-bbox="1360 1108 1450 1173">NO</td> </tr> </table>	YES	NO
YES	NO			
9.	<p><u>MSEs, Start-ups and Make in India</u></p> <p>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 HCSL website www.hooghlycsl.com, www.cochinshipyard.in, www.tenders.gov.in under the Tenders tab for further reference.</p>	<table border="1" data-bbox="1271 1791 1450 1856"> <tr> <td data-bbox="1271 1791 1360 1856">YES</td> <td data-bbox="1360 1791 1450 1856">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
10.	<p>EMD (Earnest Money Deposit): Rs.1,00,000/- (Rupees One Lakh Only).</p> <p>EMD can be remitted as fund transfer through NEFT/RTGS to the following bank account:</p> <p style="text-align: center;">HOOGLY COCHIN SHIPYARD LIMITED STANDRAD CHARTERED BANK, 19 N S ROAD BRANCH, KOLKATA, ACCOUNT NO. 33105908543, IFSCCODE. SCBL0036008.</p> <p>Bids submitted without EMD will be rejected. No interest shall be paid for the EMD, Security Deposit or Performance guarantee. Proof of EMD to be submitted with techno-commercial bid.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
11.	<p>Notwithstanding anything contained in this tender document, HCSL reserves the right to accept or reject any offer and to annul the bidding process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. HCSL reserves the right to invite revised Technical bids and / or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. HCSL reserves the right to reject any offer if:</p> <p>(a) At any time, an offer misrepresentation is made or uncovered, or (b) The Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
12.	<p>Validity of offer has to be for a period of 180 days from the due date of tender submission.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
13.	<p>Schedule of activities on placement of order is as per Volume II – Technical Specification Clause 37.I.</p> <p>Mutually agreed material delivery schedule is to be confirmed at the time of placement of order.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
14.	<p><u>ORDER PLACEMENT DETAILS</u></p> <p>a) Bidder shall specify in case, separate orders expected to be placed against the tender. In general, there will be a separate order for material supply and for testing, erection & commissioning.</p> <p>b) Details of firms on whom the order shall be placed shall be specified in the offer.</p> <p>c) For material supply from within India and for work done by Indian contractor, orders shall be placed only in INR on Indian firms. Foreign payments shall be strictly for material imported and for work done by service technicians from overseas.</p> <p>d) Number of Purchase orders and bidder details for placement of order shall be mentioned in the offer submitted. The same shall be finalised latest before opening of price bids. In any case, placement of orders shall be limited to only consortium members.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
15.	<p><u>LIQUIDATED DAMAGES</u></p> <p>a) In case of delay beyond the stipulated period of total completion and handing over, the contractor is to pay Liquidated Damages (and not by the way of penalty) a sum equivalent to ½ % of contract value per week subject to a maximum of 10% of the contract value. The contract value referred above is the cumulative of purchase order value (supply part) and work order value (Installation & commissioning part), excluding freight, taxes, other charges etc. Further GST will be applicable upon LD and the same also will be deducted along with LD.</p> <p>b) For better clarity, order values mentioned in LD clause are values excluding duties and taxes (Basic value). Liquidated damages, if any, shall be decided and settled only after the completion of the entire project but prior to the release of Final Stage Payment.</p> <p>c) If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to HCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.</p> <p>d) Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period without any additional cost to HCSL.</p> <p>e) In the case of a consortium, the liquidated damage would be deducted from the lead partner at the time of release of the payment both for supply and commissioning part of the contract. The LD so deducted from lead partner includes the LD applicable to the other consortium partner also.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
16.	<p><u>LIST OF DEVIATIONS</u></p> <p>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” (Format at Annexure 13 shall be followed).</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
17.	<p>After submission of quotation no unsolicited correspondence will be entertained.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
18.	<p>No enhancement of rate for whatever 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 Security deposit/ disqualifying for new contract for a period as per HCSL procedures, if any and/or risk purchase as per clause 33 of this volume, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			
19.	<p>Clarifications, either technical or commercial, should be submitted to points specifically asked for only. The opportunity so given should not be used for correcting/changing/amending the data/ conditions already submitted with the tender.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
20.	<p><u>INSPECTION AND TESTING</u> In accordance with Vol.II-Technical Specification</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			
21.	<p><u>GUARANTEE</u> In accordance with Vol.II-Technical Specification at Clause 3.XI.</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			
22.	<p><u>WEIGHT, VOLUME OF PACKAGES FOR CONSTRUCTION</u> Supplier shall ensure safe and appropriate transport of the material from origin warehouse to SRF Pandu Project (Phase - 1) store and further movement from SRF Pandu stores to erection site. Weight, volume of the consignments in transit to/from origin warehouse to SRF Pandu Project and for movement within SRF Pandu premises to be informed to HCSL team in advance. All local and statutory permissions for cargo movement, permissions from police/transport/tax authorities to be ensured. HCSL shall not be responsible for hold up of any consignment for whatsoever reason. The same also applies to material/erection equipment, if any positioned from within India.</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			
23.	<p><u>INSURANCE</u> Insurance for all the items from origin warehouse to SRF Pandu Project (Phase - 1) store basis, movement of goods from SRF Pandu stores including local items/fabricated items, insurance coverage for all operations including loading/unloading, storage erection, testing and commissioning, insurance for erection equipment, insurance for persons at work, to supplier scope (up to handing over the crane to HCSL). The value of insurance shall not be less than 110 % of the respective Purchase Order values. The beneficiary of the insurance policy shall be HCSL and the policy should be in the name of HCSL.</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			
24.	<p><u>DETAILED BILL OF MATERIAL</u> For the purpose of identification and for records, a detailed bill of material is to be prepared and submitted against each consignment of Material supply.</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			
25.	<p>Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer.</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO			

<u>IMPORT OF MATERIALS</u>					
26.	<p>1) Import shall be on DAP basis for delivery at SRF Pandu Project (Phase - 1). The supplier shall bear the customs clearance charges and other charges for delivery at SRF Pandu stores. Importer/Consignee name shall be Hooghly Cochin Shipyard Limited. However, the rights with regards to ownership of material to be transferred to HCSL at the time of shipment by way of a legal agreement for practical purposes. Custom clearance shall be undertaken by supplier with a licensed CHA at the port. Requisite documentation for import to be ensured. <u>Customs duty is not applicable, since the item is procured for a ship repair facility.</u> HCSL will provide the necessary duty exemption certificate at the time of customs clearance.</p> <p>2) Any change in rate of tax (any upward/downward/exemption, etc.) by Govt. of India subsequent to submission of price bid would be admissible subject to proof of such change of rate of tax provided by supplier/HCSL and</p>	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO	
YES	NO				

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
	<p>payment of the same.</p> <p>3) Bill of entries for import material, Post custom clearance shall be submitted to HCSL failing which cost towards material cannot be paid.</p> <p>4) GST/IGST Payments at the time of import clearance at the destination port will be borne by the supplier/OEM.</p> <p>5) Post customs clearance, goods shall be transported to SRF Pandu Project (Phase - 1) store.</p> <p>6) Also refer clause 28 of Vol-I for details of taxes and duties.</p> <p>7) Tools/returnable items to be sent separately to enable return after completion of the project.</p> <p>8) Customs duty means Customs duty in India, applicable at any discharge port in India.</p>			
27.	<p><u>Delivery Terms:</u> SRF project location: Opposite Assam Railway Police Station, Pandu Port Road, Maligaon, Guwahati 781 012, Assam, India, including loading and unloading of items at the site.</p> <p><u>Delivery Address:</u> SRF project location: Opposite Assam Railway Police Station, Pandu Port Road, Maligaon, Guwahati 781 012, Assam, India.</p>	<table border="1"> <tr> <td data-bbox="1271 1108 1360 1171">YES</td> <td data-bbox="1360 1108 1450 1171">NO</td> </tr> </table>	YES	NO
YES	NO			
28.	<p><u>DUTIES AND TAXES</u></p> <p>1) The rates of taxes and duties applicable, if any, payable extra are to be indicated in the techno commercial and price parts. In addition, the amount of tax and duties should be separately shown in the price part.</p> <p>2) Any change in rate of tax (any upward/downward/exemption etc.) by Govt. of India subsequent to submission of price bid would be admissible subject to proof of such change of rate of tax provided by supplier/HCSL and payment of the same.</p> <p>3) <u>Tax implications on installation and commissioning orders as applicable</u></p> <p>a) Indian firms - Income tax will be deducted from payments. GST shall be paid extra, as applicable.</p> <p>b) Overseas firms- With Holding Tax (WHT) will be deducted from payments as per the DTAA/ Income Tax Laws of India and WHT certificate will be provided by HCSL.</p> <p>c) Double Taxation Avoidance Agreement (DTAA) if any shall be applicable as agreed by both Governments.</p> <p>Payments to the successful bidder shall be subject to deduction of tax at source (TDS) as per the provisions of the Indian Income Tax Act, 1961. In the case of a non-resident bidder, the applicable withholding tax shall be as per Indian domestic tax law or the provisions of the relevant Double Taxation Avoidance Agreement (DTAA), whichever is more beneficial to the bidder</p>	<table border="1"> <tr> <td data-bbox="1271 1717 1360 1780">YES</td> <td data-bbox="1360 1717 1450 1780">NO</td> </tr> </table>	YES	NO
YES	NO			

CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

	<p>The non-resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable HCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents (but not limited to) shall be sought by HCSL in this regard.</p> <ul style="list-style-type: none">a) Certificate under 10 (F) duly filled and signedb) Valid Tax residency certificate (TRC) from the tax authorities of the bidders' country.c) The certification regarding the existence / non-existence of business connection or permanent establishment in India. (The above is only an indicative list).d) PAN (Permanent Account Number) in India (if available). <p>4) In the absence of the required documentation, tax shall be withheld at the higher applicable rates under Section 206AA or other relevant provisions. The Buyer shall issue a TDS certificate (Form 16A) for the tax withheld. The bidder is responsible for their own tax compliance in their country of residence. If the bidder desires the quoted price to be net of Indian withholding taxes, they must clearly specify the gross-up requirement in the commercial offer. In the absence of such specification, it shall be presumed that the bidder shall bear the tax deduction.</p> <p>5) IGST/GST shall not be considered for price comparison purposes for arriving L1.</p>	
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Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
29.	Exchange variation shall not be applicable and the prices shall be fixed till completion of entire project.	<table border="1"> <tr> <td data-bbox="1268 331 1360 394">YES</td> <td data-bbox="1360 331 1450 394">NO</td> </tr> </table>	YES	NO
YES	NO			
30.	<p><u>PAYMENT TERMS</u></p> <ul style="list-style-type: none"> • Stage 1 90% payment along with 100% applicable taxes within 30 days from the date of receipt and acceptance of all items at SRF project location: Opposite Assam Railway Police Station, Pandu Port Road, Maligaon, Guwahati 781 012, Assam, India after certification by HCSL. • Stage 2 Balance 10% payment on successful commissioning after certification by HCSL. • Guarantee Period as per Vol. II Para 3. XI is covered under SD/BG. 	<table border="1"> <tr> <td data-bbox="1268 604 1360 667">YES</td> <td data-bbox="1360 604 1450 667">NO</td> </tr> </table>	YES	NO
YES	NO			
31.	<p><u>PAYMENT TERMS:</u></p> <p><u>NOTE:</u></p> <ol style="list-style-type: none"> i. All payments shall be released after endorsement from Lead partner, in cases where consortium exists. In any case, placement of orders shall be limited to only consortium members as per prequalification criteria of the tender. ii. Payment mode shall be Electronic Clearing System (ECS)/cheque/NEFT/ /LC/CAD/TT as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. iii. Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated. iv. For deviation in payments terms from HCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid. v. Part payment shall be considered only if specifically agreed against partial supplies. vi. All payments shall be released on receipt of Bank guarantee towards Security deposit/Warranty/Guarantee as per the terms and conditions of the purchase order. 	<table border="1"> <tr> <td data-bbox="1268 1199 1360 1262">YES</td> <td data-bbox="1360 1199 1450 1262">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
32.	<p><u>SECURITY DEPOSIT/WARRANTY BANK GUARANTEE:</u></p> <p>i. The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from a Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>ii. The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p>iii. The Bank Guarantee/DD as above should be initially valid till 90 days after completion of entire work in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Hooghly Cochin Shipyard Limited, Kolkata.</p> <p>iv. SD to be submitted within 2 weeks of receipt of order from HCSL.</p> <p>v. If the bidder is not agreeable to submission of SD/ warranty/ bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion.</p>	<table border="1" data-bbox="1268 772 1446 842"> <tr> <td data-bbox="1268 772 1357 842">YES</td> <td data-bbox="1357 772 1446 842">NO</td> </tr> </table>	YES	NO
YES	NO			
	<p>vi. Format of bank guarantee along with enquiry to be agreed, in general. (Format as enclosed in Annexure 20).</p> <p>vii. Guarantee Period as per Vol. II Para 3.XI.</p>	<table border="1" data-bbox="1268 1052 1446 1121"> <tr> <td data-bbox="1268 1052 1357 1121">YES</td> <td data-bbox="1357 1052 1446 1121">NO</td> </tr> </table>	YES	NO
YES	NO			
33.	<p><u>RISK PURCHASE:</u></p> <p>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.</p> <p>a) To cancel the order partially or fully with 15 days' notice and to forfeit the security deposit, if any.</p> <p>b) To impose tender holiday for the vendor for an appropriate period as decided by HCSL.</p> <p>c) To initiate alternative arrangements at the risk and cost of the contractor.</p>	<table border="1" data-bbox="1268 1346 1446 1415"> <tr> <td data-bbox="1268 1346 1357 1415">YES</td> <td data-bbox="1357 1346 1446 1415">NO</td> </tr> </table>	YES	NO
YES	NO			

34.	<p><u>INDIAN AGENT:</u></p> <p>1) Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd, the Agency commission payable by the supplier to such an agency shall be intimated and same shall be paid by HCSL in Indian Rupees only.</p> <p>2) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL/SRF Pandu Project (Phase -1) store shall be furnished.</p> <p>3) In case where an Agent participates a tender on behalf of a Foreign manufacturer, Indian agent should submit specific authorization (mentioning HCSL tender No.) from the authorized person of foreign manufacturer.</p>	<table border="1"><tr><td data-bbox="1268 380 1357 447">YES</td><td data-bbox="1357 380 1446 447">NO</td></tr></table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
	<p>4) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</p> <p>5) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>			
35.	<p><u>INTEGRITY PACT:</u></p> <p>As per Government of India (Central Vigilance Department), HCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed at Annexure 19 and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs (present limit).</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
36.	<p><u>POWER OF ATTORNEY:</u></p> <p>The tenderers 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. Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfil the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.</p> <p>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 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.</p> <p>Format in accordance with Annexure 8.</p>			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
37.	<p><u>SECRECY & RESTRICTION ON INFORMATION TO MEDIA</u></p> <p>a. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of HCSL.</p> <p>b. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of HCSL.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
38.	<p><u>SUB CONTRACTING AND ASSIGNMENT</u></p> <p>Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL/SRF Pandu Project. 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>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
39.	<p><u>ARBITRATION & JURISDICTION:</u></p> <p>a. Any disputes arising during the period 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 supplier shall approach the HCSL Grievance Redressal Committee as per relevant clause of the Contract. Format is as per Annexure 21.</p> <p>b. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfilment, 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 hereto. The arbitration will be done by a Board comprising one arbitrator 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 un-less the award provides otherwise. 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.</p> <p>c. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Kolkata.</p> <p>d. Language of Arbitration: The Language of arbitration shall be English.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
	<p>e. Governing Law: The contract shall be governed by Indian Law</p> <p>f. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata.</p>			
40.	Conditional discounts, if any will not be reckoned for tender evaluation/comparison purposes.	<table border="1"> <tr> <td data-bbox="1271 478 1360 543">YES</td> <td data-bbox="1360 478 1450 543">NO</td> </tr> </table>	YES	NO
YES	NO			
41.	<p><u>TERMINATION & LIMITATION OF LIABILITY</u></p> <p>i. This contract may be terminated upon the occurrence of any of the following events</p> <ol style="list-style-type: none"> By agreement in writing of the parties hereto; By the non-defaulting party, upon default by the other party, 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 party; By the other party, upon either party; <ul style="list-style-type: none"> Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or Ceasing to do business for any reason. In cases where maximum limit of LD is reached and still the items are not delivered; For fraud and corruption or other unacceptable practices. <p>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.</p> <p>HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e 15 days' notice period. HCSL shall be entitled to compensation for the loss limited to the order value.</p> <p>ii. 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.</p>	<table border="1"> <tr> <td data-bbox="1271 1033 1360 1098">YES</td> <td data-bbox="1360 1033 1450 1098">NO</td> </tr> </table>	YES	NO
YES	NO			
42.	<p><u>GRIEVANCE REDRESSAL:</u></p> <p>It is clarified that the contractor cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Hooghly Cochin Shipyard Ltd. has a grievance redressal cell and all questions, disputes difference or differences arising under, out of, or in connection with the contract after hearing by Hooghly Cochin Shipyard Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kolkata.</p>	<table border="1"> <tr> <td data-bbox="1271 1640 1360 1705">YES</td> <td data-bbox="1360 1640 1450 1705">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
43.	<p><u>FORCE MAJEURE</u> 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/ Crane Supplier 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 by HCSL/Crane Supplier with documentary evidence within 15 days from the date of occurrence/ cessation.</p>	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>	YES	NO
YES	NO			
44.	<p>a) Risk/responsibility of items being loaded/unloaded (SRF Pandu Project (Phase -1) site stores/erection site) and during transit (to (SRF Pandu Project (Phase -1) /from (SRF Pandu Project (Phase -1) site stores /at erection site) shall be to supplier account. b) HCSL/ SRF Pandu Project (Phase -1) site reserve the right to inspect the goods after receipt at (SRF Pandu Project (Phase -1) site 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 freight prepaid basis after successful replacement without any additional cost to HCSL. c) Replacements during guarantee period to be sent on freight paid basis to location as required by yard with all expenses to supplier account. d) Defective items, if any, after receipt shall be sent back to supplier and same to be arranged by supplier at their own cost and risk. Defective items shall be returned after receipt of replacement item. The tenderer, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. e) In case the defective materials are not taken back within the said period, HCSL/ (SRF Pandu Project (Phase -1) site reserves the right to dispose the same without further intimation. f) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the packing list/Invoices provided the HCSL's/(SRF Pandu Project (Phase-1) site'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>	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>	YES	NO
YES	NO			
45.	<p>In addition to preservation instructions in the tender, preservation/upkeep of equipments post issuance from SRF Pandu Project (Phase -1) site stores till commissioning is to supplier account.</p>	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
46.	<p><u>INDEMNITY</u></p> <p>Supplier shall indemnify HCSL/ SRF Pandu Project (Phase -1) site against any claim of infringement of letters, patent or registered design/the use or sale of any article of materials supplied to HCSL by the supplier and against all costs and damages, which HCSL may incur in any action for such infringement or for which HCSL become liable in any such action.</p>	<table border="1"> <tr> <td data-bbox="1271 411 1360 474">YES</td> <td data-bbox="1360 411 1450 474">NO</td> </tr> </table>	YES	NO
YES	NO			
47.	<p><u>INTELLECTUAL PROPERTY RIGHTS</u></p> <p>On order, supplier shall grant HCSL/ SRF Pandu Project (Phase -1) site a right to use ownership of design/material, to the extent they are incorporated in the order terms.</p>	<table border="1"> <tr> <td data-bbox="1271 604 1360 667">YES</td> <td data-bbox="1360 604 1450 667">NO</td> </tr> </table>	YES	NO
YES	NO			
48.	<p><u>FALL CLAUSE</u></p> <p>The firm/bidder winning the contract shall sign an agreement with Hooghly Cochin Shipyard Ltd for “Fall clause” which means during the contract period the firm/bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, otherwise the same lowest rate shall be applicable to the contract with HCSL also.</p>	<table border="1"> <tr> <td data-bbox="1271 800 1360 863">YES</td> <td data-bbox="1360 800 1450 863">NO</td> </tr> </table>	YES	NO
YES	NO			
49.	<p><u>PRICE BID</u></p> <p>The price bid shall be submitted as per the ‘Price formats detailed below. Format of price shall be in accordance with following Annexure of Volume I of tender document</p> <p>For Indigenous Bidder: Annexure 17a, 17b & 17c For Import Bidder: Annexure 17d, 17e & 17f</p>	<table border="1"> <tr> <td data-bbox="1271 1041 1360 1104">YES</td> <td data-bbox="1360 1041 1450 1104">NO</td> </tr> </table>	YES	NO
YES	NO			
50.	<p>a) Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if provided. (<i>Price bid without price and details like “quoted/Nil/included” need to be mentioned for each line item. With percentage of taxes & duties</i>)</p> <p>b) Price should be quoted separately for each item shown in the format.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.</p>	<table border="1"> <tr> <td data-bbox="1271 1367 1360 1430">YES</td> <td data-bbox="1360 1367 1450 1430">NO</td> </tr> </table>	YES	NO
YES	NO			

CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

<p>51.</p>	<p>a) 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.</p> <p>b) 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.</p> <p>c) If there is a discrepancy between words and figures, amount in words of respective figures shall prevail.</p> <p>d) 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.</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">YES</td> <td style="padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
52.	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. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
53.	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 same shall be considered for evaluating/ qualification of the offers.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
54.	<p><u>PURCHASE ORDER PLACEMENT ADDRESS:</u></p> <p>a) For Supply (Indigenous/Import): SRF project location: Opposite Assam Railway Police Station, Pandu Port Road, Maligaon, Guwahati 781 012, Assam, India`</p> <p>b) For Installation, Testing & Commissioning: SRF project location: Opposite Assam Railway Police Station, Pandu Port Road, Maligaon, Guwahati 781 012, Assam, India</p>			
55.	PREFERENCE TO MAKE IN INDIA / PURCHASE PREFERENCES FOR CLASS I LOCAL SUP- PLIERS			
55.1	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 -II dt 16.09.2020 and as amended from time to time shall be applicable as per below. Please go through the below link for downloading order copy of Department of Promotion of Industry and Internal Trade. https://dipp.gov.in	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
55.2	<p>Definitions:</p> <p>a) Local Content: Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>b) Class I Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 50% local content</p> <p>c) Class II Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 20% local content</p> <p>d) Non-Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, has less than that prescribed for class II local supplier.</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
55.3	In case of sufficient local capacity and local competition, only Class I local supplier shall be eligible to bid. In all other cases, Class-I and Class-II (more than 20% local content and less than 50%) shall be eligible to bid.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
55.4	This tender is not a Global tender enquiry and only Class I and Class II local suppliers as defined above shall be eligible to bid in this tender.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
55.5	Only Class I and Class II local suppliers as defined above shall be eligible to bid in this tender. Whereas local content can be increased through partnership, co-operation with local companies, establishing production units in India or joint ventures (JV) with Indian suppliers.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
55.6	The bidders offering imported products will fall under the category of non-local suppliers. They can't claim themselves as Class-I local suppliers/ Class II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, trialling and after sales service support like AMC/CMC etc. as local value addition. (Refer office order no. P-45021/102/2019-BE-II Part (1) (E-50310) dtd 04.03.2021)	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
56.	DECLARATION OF LOCAL CONTENT			
56.1	Class I/ Class II local supplier at the time of tender shall provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
56.2	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.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
56.3	False declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the GFR for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the GFR along with such other actions as may be permissible under law.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
56.4	A supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017			
57.1	<p>Certificate shall be submitted by the bidders as per the below format along with their offer, stating compliance with office order OM No. 6/18/2019-PPD dated 23rd July 2020 (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRs). <i>“I have read the clause regarding restrictions on procurement from as bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered”</i></p> <p>Where applicable, evidence of valid registration by the competent authority shall be attached. Format as per Annexure 26. Please go through the below link for more details</p> <p>https://doe.gov.in</p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.2	Any bidder from a country, which shares a land border with India, will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt. of India has extended lines of Credit or in which Govt. of India has development projects, along with the offer as proof of registration with the competent authority, failing which the offer will not be considered	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
	A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause above). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law			
57.3	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.4	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order -Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.5	“Bidder” (including the term ‘tenderers’, ‘consultant’ or ‘Service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.6	<p>“Bidder from a country which shares a land border with India” for the purpose of this Order means:</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			
57.7	<p>The beneficial owner for the purpose of above will be as under:</p> <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: <ul style="list-style-type: none"> a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial 	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO			

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.		
	<p>person has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>			
57.8	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	<table border="1"> <tr> <td data-bbox="1271 825 1357 888">YES</td> <td data-bbox="1357 825 1450 888">NO</td> </tr> </table>	YES	NO
YES	NO			
58	The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority.	<table border="1"> <tr> <td data-bbox="1271 926 1357 989">YES</td> <td data-bbox="1357 926 1450 989">NO</td> </tr> </table>	YES	NO
YES	NO			
59	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.	<table border="1"> <tr> <td data-bbox="1271 1052 1357 1115">YES</td> <td data-bbox="1357 1052 1450 1115">NO</td> </tr> </table>	YES	NO
YES	NO			
60	The above agreed HCSL commercial terms and conditions will be incorporated in the Purchase order and no deviations are acceptable after price bid opening/ order placement.	<table border="1"> <tr> <td data-bbox="1271 1169 1357 1232">YES</td> <td data-bbox="1357 1169 1450 1232">NO</td> </tr> </table>	YES	NO
YES	NO			

Eligibility Criteria

1. Eligibility Criteria for Tenderers

Fixed type tower crane depicted in this tender document is the critical crane to be erected and commissioned at SRF Pandu Project (Phase -1) and intended for ship repair works. Ruggedness and reliability are the most two elements to be considered along with other parameters like smooth and safe operation based on optimized and flawless logics. The crane shall be precisely designed for smooth operation for ship repair activities.

Pursuant to the above, criteria mentioned below are very critical for successful commissioning of the crane with the given specifications and well within the time frame. Though the tender is an open one, tenders meeting the criteria stipulated below are only eligible and those tenders only shall be considered even for technical evaluation. Offers received without complying the below requirements will summarily be rejected without any further communication from HCSL side.

2. General and Technical Experience

2.1. General

- a) The Bidder shall be a Single firm or licensee (having valid license agreement/ collaboration agreement) or Consortium/Joint Venture (JV) of maximum three members.

Single bidder/ Lead partner shall be an Indian firm. Role of each partner are also to be defined.

- b) Single bidder/ Consortium members/ members of JV/Licensee/ Licensor should be in the business of tower crane manufacturing or heavy engineering for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted. The certificate should be notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.

Heavy engineering company shall be registered in India and should have sufficient steel fabrication capacity. Necessary self-certified supporting documents shall be submitted in this regard.

In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria of doing business of tower crane manufacturing for last 10 years. The tender shall be accompanied by a legally binding document signed by Parent company and Subsidiary stating that the firms are jointly and severally liable to HCSL and responsible in full for the performance of the contract. In this regard, letter from parent company and Agreement between parent company and subsidiary company are to be submitted as per formats placed at Annexure 25(a) and 25(b).

In case of licensee, License Agreement shall be valid for a period of at least 10 years from the date of submission of bid. Indian firm having license agreement with foreign partner shall indemnify HCSL against all cost, damages which may occur in the event of license agreement becoming invalid before the expiry of the guarantee period of crane or due to failure of the licensor in discharging his role or responsibilities or obligations as stated in this tender document. The licensor shall supervise manufacture, installation, testing and commissioning of tower crane.

- c) Single bidder/ members of consortium/ members of JV/ Licensee /Licensor shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. An undertaking shall be submitted in this regard.
- d) The Single bidder should meet both the technical and financial criteria in full.

The members of JV/consortium must collectively meet the technical criteria. Members of JV/consortium shall meet the financial criteria as mentioned in Clause. No. 3 of Eligibility Criteria.

The licensee and licensor must collectively meet the technical criteria. Licensee and Licensor shall meet the financial criteria as mentioned in Clause. No. 3.

In case of subsidiary companies set up in India, technical experience and financial criteria shall be collectively met by subsidiary and parent company (Indian or Overseas).

2.2. Technical Experience

- a) The bidder should have manufactured, supplied, erected, tested and commissioned at least two (2) nos. Fixed Type tower cranes of capacity 10T or above in the last 10 years for a shipyard / port / dockyard/ any heavy engineering industry.
- b) Bidder shall familiarise themselves with the site conditions and indented locations for installation of Fixed Tower Crane. The bidder shall be responsible for safe and satisfactory operation of the cranes.

Note:

- i. The projects that have been undertaken and executed within 10 years immediately prior to publishing date of this tender shall only be considered eligible for evaluation.
- ii. In line with this experience criteria, crane manufacturer shall submit Notary vetted / Embassy attested copy of the following:
- Relevant pages of Purchase Order (PO) / Work Order (WO)
 - Crane Commissioning Report issued by Class Surveyors / Third Party Inspection Agency or Completion Certificate issued by the client as relevant stating the above.
- iii. Notary vetting of documents is applicable for Indian crane manufacturers only. In case of foreign crane manufacturers, the attestation is to be done by Indian Embassy.
- iv. The documents / certificates submitted by bidder will be verified with source directly by HCSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
- v. HCSL reserves the right to obtain clarifications or confirmation directly from the bidder's clients. HCSL reserves the right to visit the crane installations carried out by the bidder in order to have first-hand information regarding the performance of the cranes and after sales support rendered by the firm. The Bidder shall co-ordinate for obtaining approval / consent for the above mentioned visit whereas travelling and all other expenses for the same shall be borne by HCSL. Final acceptance of the offer is subject to the receipt of satisfactory feedback from the clients as mentioned above.

2.3 Designer's Experience

- a) Bidder has to declare the designer (Basic Design) for the project who meets the criteria mentioned below. Single bidder or consortium member or member of joint venture or Licensor or third-party designer can be the designer.
- b) Designer for the crane should have designed (Basic Design) tower cranes of capacity 10T or above which are successfully commissioned in the last **15 years** as on the date of publishing of this tender.

Note:

- i. The projects that have been undertaken and executed within **15 years** immediately prior to the date of publishing of this tender shall only be considered eligible for evaluation.
- ii. In case of bidder is availing design from a third party, an agreement between the bidder and designer to be submitted.
- iii. In case of consortium partner acting as designer, this role is to be defined in the consortium agreement.
- iv. Relevant document copies vetted by notary or embassy shall be submitted as proof for design experience.
- v. A certificate from statutory auditor stating that the designer meets criteria regarding design experience shall be submitted. The contract/purchase order details of the crane projects meeting the criteria shall be mentioned in the certificate.

3. Financial Capability

a) The single bidder/lead partner of JV/ lead partner of consortium/ licensee shall have an average annual turnover of at least Rs 90 Lakhs (INR) for the preceding three financial years from the current financial year. Other members of JV/Consortium each shall meet 50% of above-mentioned annual turnover in the preceding three financial years.

In case of subsidiary companies set up in India, financials of subsidiary and parent company (Indian or Overseas) shall collectively be considered.

b) Experience of having successfully completed design, supply, delivery, installation, testing and commissioning of Fixed Tower Cranes on turnkey basis during last 10 years ending last day of month previous to the one in which applications are invited should be either of the following:

i. Three similar completed works costing not less than Rs 1.20 Crores for each work.

ii. Two similar completed works costing not less than Rs. 1.50 Crores for each work.

iii. One similar completed work costing not less than Rs. 2.35 Crores.

c) The single bidder/ lead partner of JV/ lead partner of consortium/ licensee/ parent company or subsidiary company shall furnish proof for positive net worth during the last three financial years i.e., 2021-22, 2022-23, 2023-24.

Note:

i. The Bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its net worth & revenues for the preceding three fiscal years from the current fiscal year along with the bid. Certificate shall be as per the format enclosed at Annexure-2. Or else, the firm shall submit Audit Report for the last three financial years duly certified and signed by their Statutory Auditor. Exchange rate as on financial closing date of the respective country will be considered for conversion to INR.

ii. Tenderers shall seriously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection /disqualification of the submitted offer or even at any point of time prior to placement of PO whatever may be the status of the process.

4. Other Financial Requirements

a) Tenderers shall have a valid Permanent Account Number (PAN) at the time of submission or should give an undertaking to submit the same prior the opening of price bid.

b) HCSL shall at our own discretion and cost, opt for obtaining credit information report on bidder's financial credentials through credit rating firms like M/s Dun & Bradstreet, M/s MNS etc, if required. The same shall also be considered as a factor for prequalification criteria along with other criteria mentioned.

- c) Present Order Book position of the tenderer shall be submitted as per Annexure-6.

5. Conditions for Consortium

- a) In case of consortium, member from India shall be nominated as lead partner.
- b) The lead partner shall be authorized by a power of attorney signed by legally authorized signatories of all the partners.
- c) Same consortium members should not be part of two or more separate bids.
- d) Subsidiaries/ members of same group should not be part of two or more separate bids.
- e) The Power of Attorney shall be submitted exactly in the format attached as per Annexure-8.
- f) A change in consortium partners is not permitted at any stage of the contract.
- g) The Tender may be signed by all consortium members. Alternatively, only the lead partner may sign the Tender. In such a case, the Power of Attorney from each member authorizing the lead partner for signing and submission of the Tender on behalf of each individual member must accompany the Tender in the form attached.
- h) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the association.
- i) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- j) Lead partner shall be liable and responsible to HCSL for performance of all obligations of their consortium partners including terms and conditions of orders placed on consortium partners, if any.
- k) Lead partner is solely responsible for the guarantee of the cranes in full. Each defect comes under the purview of guarantee clause shall be attended by the lead partner or other partner or their representative complying to the scope of guarantee mentioned in this tender. Lead partner shall ensure all possible steps to clear the defects under guarantee clause within a short span of time.
- l) The tender shall be accompanied by a certified copy of legally binding Consortium Agreement (exactly in the form attached as per Annexure-9) signed by the Consortium members confirming the following:
- i. Date and place of signing
 - ii. Purpose of Consortium
 - iii. A clear and definite manner including the proposed administrative arrangements for management and execution of contract works.
 - iv. Description of duties / responsibilities and scope of work to be undertaken by each firm. Duties, responsibilities and power of lead partner shall be specifically included.
 - v. Lead partner is responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst the consortium members.
 - vi. Any correspondence exchanged with lead partner of consortium shall be binding for all consortium members.
 - vii. Authorized representative of consortium
 - viii. Stating that the firms are jointly and severally liable to HCSL for the performance of the contract.

- m) Validity of the consortium shall firmly be valid until the Guarantee Period is completed. Once the order is finalized, lead partner has no right to terminate the consortium agreement or assigning agreement with another partner.

6. Conditions and requirements for JV

- a) In case of JV, member from India shall be nominated as lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- b) The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners.
- c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract.
- d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under 'c' above, as well as in the bid and in the Agreement (in case of a successful bid).
- e) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied / modified subsequently without prior approval of the employer.
- f) The joint venture agreement should be registered, so as to be legally valid and binding on all partners.
- g) A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
- h) Lead partner is solely responsible for the guarantee of the cranes in full. Each defect comes under the purview of guarantee clause shall be attended by the lead partner or other partner or their representative complying to the scope of guarantee mentioned in this tender. Lead partner shall ensure all possible steps to clear the defects under guarantee clause within a short span of time.

7. Delivery Terms and Conditions

Supplier may take notice of clause no. 37.I of volume II – technical specification.

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP
REPAIR FACILITY UNIT AT PANDU, GUWAHATI,
ASSAM.**

VOLUME- II

TECHNICAL SPECIFICATION

Contents

Volume II Technical Specification

1. Enclosure as below.

a) Enclosure 1: General Safety Rules of SRF Pandu Project (Phase -1) Site

1. SITE LOCATION
2. TECHNICAL REQUIREMENTS
3. SCOPE OF WORK
4. EXCLUSIONS AND FACILITY TO BE PROVIDED BY HCSL
5. ENVIRONMENTAL AND CLIMATIC CONDITIONS
6. APPROVALS BY HCSL
7. MINIMUM DRAWING REQUIREMENTS
8. CRANE DESIGN CLASSIFICATION AND CONSTRUCTION STANDARDS
9. MATERIALS AND WORKMANSHIP
10. CRANE DETAILS
11. GENERAL
12. STRUCTURE
13. JIB
14. SLEWING MECHNAISM
15. HOISTING MECHANISM
16. TRAVERSING MECHANISM
17. OPERATOR'S CABIN
18. WIRE ROPE, ROPE DRUMS AND SHEAVES
19. GEAR BOXES
20. LIGHTING
21. WIND SPEED MONITORING
22. MOTORS
23. CABLES
24. POWER SUPPLY AND PANELS
25. EARTHING, PLC/CRANE CONTROL SYSTEM AND VVVF DRIVES
26. SAFETY AND CONTROL DEVICES
27. PAINTING SYSTEM
28. INSPECTION AND TESTING
29. SITE ASSEMBLY AND ERECTION
30. TESTING AND COMMISSIONING
31. TRAINING FOR OPERATOR AND MAINTENANCE STAFF
32. OPERATIONAL AND MAINTENANCE MANUAL FOR EACH CRANE
33. ESSENTIAL SPARES FOR 2 YEARS OPERATION
34. MAKE LIST OF MAJOR ITEMS
35. PLACE OF DELIVERY
36. SCHEDULE
37. PROGRESS REPORTS

1. SITE LOCATION

- I. 01 No. Fixed Type Tower Crane of 10T capacity to be erected, installed, commissioned and operated for successful trials at HCSL - SRF Pandu Project (Phase -1) site, Guwahati located inside IWAI Pandu Port, Pandu Bazaar - 781012, Guwahati, Assam.
- II. The crane is intended for operation at the ship repair yard, which is presently operational. Crane suppliers wishing to tender for the supply of cranes may visit the SRF Pandu Project (Phase -1) site premises to fully familiarise themselves with the intended location, the prevailing site conditions and any possible constraints, in advance of submitting their offer. Submitting the offer without proper assessment of the site conditions will not relieve the crane supplier from meeting all the contractual obligations.

2. TECHNICAL REQUIREMENTS

Technical requirement of Fixed Type Tower Crane required by HCSL for SRF Pandu Project (Phase -1) site, Guwahati unit is broadly given below. The Crane supplier is requested to submit detailed specification of the crane offered in line with technical requirements also, which should include the type, make, capacity, rating, material specifications etc. of major components, foundation details etc.

3. SCOPE OF WORK

- I. The tender is of turnkey in nature. Scope of work includes design, supply, installation including testing and commissioning of 01 No. Fixed Tower Crane. Crane supplier shall be responsible for the overall safe and satisfactory performance of the Crane.
- II. Crane supplier shall familiarise themselves with the site conditions and intended location for installation of Fixed Tower Crane. The crane foundation shall not affect the mooring operations in dry dock and shall be safe in all respects. The bidder shall be responsible for safe and satisfactory operation of the cranes.
- III. The design as per standards applicable and mentioned herewith, manufacture as per quality norms & complying with standard industrial procedures, transportation of units, delivery and off load at SRF Pandu Project (Phase -1) site including obtaining necessary entry permits from SMP, transportation of units / components from storage area to erection site, on-site assembly and erection, testing, setting to work, commissioning, statutory approvals from competent authorities, insurance coverage from material dispatch till commissioning of the crane and all necessary peripherals inclusive of all necessary temporary works required. Safety of items delivered against damages, theft, etc. and its preservation till commissioning are covered under the scope of the crane supplier. Work considered is fully turnkey in nature. The cranes are to be designed for handling ship components, machinery parts & allied items during dry dock repair of ships.
- IV. The detailed location drawing for the civil works in connection with installation of crane including reaction force, counter weight details, load data etc. shall be provided by the L1 bidder within 1 week from the receipt of Purchase Order. All the necessary civil work will be under the scope of HCSL. However, all installation related activities such as installation of counter weight, foundation frame, foundation bolts etc. shall be under the scope of supplier.
- V. The supply of an initial stock of operating spares for 2years operation as listed in this specification at clause No. 34. I shall be provided.

CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

- VI. List of recommended spares for 5 years of operation shall be submitted by the bidder along with price as per clause No. 34. II. However, this will not be considered for price evaluation.
- VII. Comprehensive general arrangement design (containing dimensional DWG's), operating instruction, maintenance and spare parts manuals for the cranes shall be supplied. All such manuals shall be in English.
- VIII. All necessary operating and maintenance training at site for HCSL's nominated personnel shall be provided.
- IX. Supplier shall consider providing 4 years of planned services.
- X. Supplier shall consider 2 visits per year for providing unplanned maintenance services for 2 years after the guarantee period.
- XI. **Guarantee:** The supplier shall guarantee the cranes and/or accessories against damage or failure due to defects in design, material and/or workmanship for twenty-four (24) months from the date of final acceptance of crane at SRF Pandu Project (Phase -1) site. In case if any part of equipment found defective, supplier shall replace the same at their own cost. In case of any emergency / if the crane is non-ops, deployment of service engineers shall be done within 12 hrs of intimation from HCSL either directly, telephonically or by email and further course of rectification or remedial actions shall duly be intimated to HCSL by the supplier immediately. If any delay or non-responsible actions or sluggish actions or rejecting the eligible claims or creating an ambiguity in fixing a guarantee claims is observed from the crane supplier or their sub-supplier or sub-contractor, HCSL hold the full right and power to proceed further with the rectifications of defects or even any modification, at the cost and risk of supplier and if such a situation occurs supplier shall not have any right to question the actions of HCSL or to reject further Guarantee Claims.
- XII. **EXCLUSIONS AND FACILITY TO BE PROVIDED BY SRF PANDU PROJECT (PHASE -1) SITE**
- XIII. Electric power for the work will be supplied free of cost from the nearest outlet points at the dry-dock. Arrangements are to be made by the supplier to tap it from these outlets.
- XIV. Space for providing site office will be provided by SRF Pandu Project (Phase -1) site, free of cost. Crane supplier shall arrange a covered store/container for keeping electrical items. Space for covered store/container shall be provided by SRF Pandu Project (Phase -1) site free of cost. Crane supplier shall assess the space availability during the site visit.

5. ENVIRONMENTAL AND CLIMATIC CONDITIONS

- I. The temperature in the case of design purpose shall be considered as 45 °C and 98% in the case of humidity. The atmosphere is highly saline in nature. All elements and components of supply shall be suited to perform reliably and to specification within the environmental and climatic conditions that prevail in the SRF Pandu Project (Phase -1) site premises as summarized below:
- a) Climate: Marine/Tropical
 - b) Wind: Wind code shall be according to FEM1.001.
 - c) Wind speed: 5-30 m/s
 - d) Seismic Consideration: - The crane shall be able to resist the lateral acceleration forces generated by earthquakes of the severity and frequency defined for GUWAHATI in IS 1893 - 1984 (Fourth Revision).

6. APPROVALS BY HCSL

- I. Crane supplier shall take approval of NTCPWC/ HCSL for the QAP, General Arrangement drawing of the cranes & Control Cabin arrangement. Any comments issued by SRF Pandu Project (Phase -1) site on the above documents shall also be addressed prior to the commencement of manufacturing.
- II. Crane supplier shall commence fabrication activities of the cranes only after the receipt of approval from HCSL for QAP, General Arrangement drawing etc.
- III. The crane supplier shall be entirely responsible for any errors, calculation mistakes, and / or omissions from the drawings etc. and the sufficiency and efficiency of the crane in all respects, notwithstanding any approval, which the purchaser may have given to the drawings prepared by the supplier. If such situation occurs, the supplier shall ensure the remedial actions at their cost and HCSL would not be responsible for the same. In spite of all the above, the entire responsibility for satisfactory functioning of the crane rests with the Crane supplier.

IV. MINIMUM DOCUMENTS REQUIREMENTS

- I. The drawings and documentation supplied shall include four (4) copies of the following:
 - a) Quality Assurance Plan (QAP). Necessary comments as directed by SRF Pandu Project (Phase -1) site to be included in the final document.
 - b) Drawings of all Civil Works like foundations, counter weights etc.
 - c) Detailed delivery schedule indicating all the important activities.
 - d) Detailed Bill of Material with makes of items covered under contract.
 - e) General arrangement drawings showing all principal dimensions and clearances.
 - f) Electrical drawings, such as single line diagram, schematic wiring diagram, circuit diagrams of power and control and arrangement drawings of all electrical items.
 - g) Make and type of all major components.
 - h) Control cabin layout and arrangement showing operators seat, windows, limiting sight lines, location of operating controls and all other significant features.
 - i) Maker's test certificates for Wire rope and hook.
 - j) Installation and commissioning details with schedule of site assembly & erection.
 - k) Structural and machinery assembling/erection manual/drawings.
 - l) Detailed installation, operation and maintenance manual with spare parts catalogues and literature.
- II. Documents with Each Consignment:
 - a) Makers Test certificate (in triplicate with original) for all parts used in handling loads as for instance wire ropes, chains, hook block, load hook etc.

- b) Authentic Test and Inspection report with results.
- c) Packing list (with reference to each item of Bill of Material).
- d) Soft copy of the manuals, spare parts catalogue and software.

8. CRANE DESIGN CLASSIFICATION AND CONSTRUCTION STANDARDS

- I. Design, manufacturing, testing of all the elements of crane structure, machinery together with all equipment & components shall comply with requirements of recognized international standards and codes of latest version as indicated under:
 - a) Federation European de la Manutention (FEM)
 - b) British Standards Institute (BSI)
 - c) LN Standards
 - d) EN Standards
- II. The International System of measurement units (SI) shall apply throughout.
- III. The crane design shall satisfy statutory requirements and any other regulations applicable locally, i.e., Factories Act, Central Electricity Authority Rules and Regulations, Indian Electricity Act and other statutory regulations pertaining to design, manufacture, installation, operation and maintenance of such machinery for service at Kolkata, India.
- IV. In case of practices not specifically mentioned in the standards, the normal practice of the industry or the crane supplier shall be applied with prior permission from SRF Pandu Project (Phase -1) site.
- V. Electrical equipment & materials shall conform to the current standards of IS (Indian Standard) / IEC (International Electro technical Commission). All electrical and control system components shall be suitable for operation under humidity and temperature mentioned elsewhere and in a salt laden atmosphere. All electrical installations shall be carried out complying with Central Electricity Authority Regulations amended up to date. As the electrical installation of the crane is to be approved by Central Electricity Authority (CEA), all documents seeking approval can be submitted only through licensed electrical contractor. The license shall be issued by the competent authority of Government of West Bengal. As per rules, electrical works are to be carried out under his/her guidance. Any prior approvals from CEA required shall also be obtained by crane supplier.
- VI. Group Classification of the cranes shall be A3.
- VII. **MATERIALS AND WORKMANSHIP**
 - I. All major items of equipment and major materials used in the manufacture of the cranes shall have been specified and procured specifically for this contract. No pre-used or substandard materials or equipment shall be employed.

- II. The Crane supplier shall provide complete details of the Quality Assurance Plan (QAP) followed by them during manufacturing / fabrication, erection & commissioning. The QAP shall be subject to approval by HCSL.

10. CRANE DETAILS

- I. The crane shall be fixed type, slewing type with a single boom jib and single hook. The specified minimum required performances are as given below:

Fixed Tower Crane– 01 No.

Sl. No.	Function	SRF Pandu Requirement
1	Quantity	01 No.
2	Type	Fixed Type Tower Crane
3	Location	SRF Pandu Project (Phase -1) site, Guwahati
4	Duty	Outdoor duty
5	Operation	Cabin Control and Remote Control (Pendant)
5	Minimum Hoist Capacity of crane	3.5 T @ 55 Mtr Jib radius
		6.0 T @ 32 Mtr Jib radius
		10.0 T @ 22 Mtr Jib radius
		Load Chart of the Crane shall be submitted along with the offer
6	Minimum working radius (Hoist)	3.5 Mtr - 55 Mtr
7	Maximum jib length	Bidder to specify
8	Minimum Hook height from crane foundation	35 Mtr
9	Minimum overall height of crane from crane foundation	40 Mtr
10	Counter Jib Dimension	To be indicated in the offer
11	No: of hook	One (free rotating)
12	Lowering depth of hoist below crane foundation	Minimum 15 Mtr
13	Power Supply	400 \pm 10% V, 50 \pm 3% Hz 3ph+E
		Transformers shall be used for deriving low voltages for control and lighting purposes
14	Minimum Hoisting & Lowering Speed	16 mtrs/min @ 10.0T Load
		40 mtrs/min @ No Load
		Stepless speed control using joystick
15	Minimum Traversing Speed (Trolley)	15 M/Min
		Stepless speed control using joystick
16	Minimum Slewing Speed	0 - 1/2 rpm
		Stepless speed control using joystick
17	Slewing	360 degree motorized
18	Operation	Cabin control + Radio remote control
19	Load display	Handling load display to be provided both inside operator cabin and near ground level for remote operation
20	Hoist number of falls	Provision for both 4 fall and 2 fall
21	Electrical load	To be indicated in the offer

11. GENERAL

- I. The crane / components shall be standardized to keep the number of spares carried to a minimum.
- II. All parts requiring replacement or inspection or lubrication shall be easily accessible without the need for dismantling of other equipment or structures. All electrical cable shall be so laid that they are not liable to be damaged and can be easily inspected and maintained.
- III. All machinery or equipment included under this specification must be equipped with safety devices and clearances to comply with recognized standards and technical specification along with safety codes and statutes prevalent at the place of installation of equipment.
- IV. All wheels, couplings, open gears etc. shall be provided with covers opening on strong machined hinges. All heavy covers shall be provided with inspection windows.
- V. All bolts except those with nylon nuts shall be provided with rip lock nuts or lock washers.
- VI. Fasteners for pedestal blocks, motors, gear boxes etc. shall be easily removable from the top. Studs or body bound bolts shall not be used as fasteners for mechanical items except for fixing covers.
- VII. Parts of steel frames carrying machinery shall be provided with plates of adequate thickness.
- VIII. Defect in the material such as fractures, cracks, blow holes, laminations, pitting etc. are not allowed.

12. STRUCTURE

- I. The main structural elements of the crane are considered to comprise, inter alia, the crane column, slewing frame, jib and counter jib arrangement, operator's cabin etc. All steel materials used shall be new, free from defects, mill scales, laminations etc.
- II. Mast sections shall be suitably designed to enable easy erection. Ladders that are intended to be used without personal protective equipment against falls from height shall have rest platforms at least every 6 M and where there is a risk of falling greater than 5 M, shall be equipped with a hoop guard or alternative means of protection. All access ladders and platforms shall conform to relevant safety regulations. The counter weight placed at the top of portal structure shall be sufficient for all working and test condition. It shall be of reinforced cement concrete. All shop fabrication shall be done by welding and only assembling and erection shall be carried out at site. Play free tower connection with HV bolts or taper pin connection shall be used. Corner posts of tower sections shall be closed at top & bottom so that humidity cannot enter inside the structure in order to ensure long life for tower sections.
- III. All welds shall be subject to visual inspection for defects such as undercutting, surface porosity, acceptable weld bead, fillet shape and size. All structural full penetration butt

welds shall be subject to 100% NDT inspection by dye penetration or ultrasonic whilst other structural welds shall be subject to 25% NDT inspection on a random selection basis or as per Designer's QAP approved by CSL. Non-destructive testing of welds includes radiographic / PAUT testing also. Any significant weld defects identified shall be rectified by the most appropriate means.

13. JIB

- I. The jib consists of the modular sections, jib nose and counter jib. The jib shall be provided with suitable walk way / platforms to facilitate easy erection and maintenance of the crane. The under slung trolley shall move along the jib on rollers and have rope guide pulleys and service platforms with handrails. The horizontal rope and vertical rope shall provide the radial and hoisting movement of the hooks. The jib trolley shall be equipped with a man basket to facilitate maintenance. The trolley radius markers shall be installed on the jib.

14. SLEWING MECHNAISM

- I. Slewing part shall include turntable, counter jib, strut, jib, trolley, hook block, operator's cabin, winches and electrical cabinets. Slewing mechanism shall be equipped for 360-degree motorized operation. VVVF speed control system shall be provided allowing electronic torque control, progressive speed variation, precise control and maintenance aid. Suitable braking arrangement shall be provided. Motor and brake details shall be furnished in the offer. Overcurrent protection shall also be provided for individual motors. During out of service / storm, the crane needs to be weather vanning / free slewing.
- II. Mechanism for holding the load at any slewing position during operation shall be provided. Necessary platform with handrails and ladders shall be provided for maintenance of the slewing mechanism.

15. HOISTING MECHANISM

- I. Hoisting mechanism shall be equipped with VVVF speed control system allowing electronic torque control, progressive speed variation, precise control and maintenance aid and double braking system. Normal lowering operations shall be by means of regenerative braking so as to provide continuously variable speed control. Hoisting mechanism shall include AC motor with built in brake, additional brake, reduction gear, couplings, drum, electrical cabinet etc. The number of rope falls for lifting shall be designed as per the relevant standards followed for design. The lifting hook shall be of forged steel fitted with safety latch. Details regarding motor, brakes, no. of wire rope falls, diameter of wire rope etc shall be furnished in the offer. Overcurrent protection shall also be provided for motors. The limits of hoisting in both directions shall be regulated by means of limit switches for slowing down and stop. Over speed protection shall be provided for hoist operation.

16. TRAVERSING MECHANISM

- I. Trolley travelling mechanism shall include trolley winch, motor with built in brake, reduction gear, VVVF speed control system allowing electronic torque control, progressive speed variation, precise control and maintenance aid. Overcurrent protection shall also be provided for motor.
- II. The trolley position on the jib shall be continuously monitored and factored with the hook load information from the hoist to provide actual ton-metre loading information. If

the design value is reached at any position on the jib, the control system shall inhibit any further travel outwards and only allow the trolley to move inwards. The limits of trolley travel in both directions shall be regulated by means of limit switches for slowing down and stop. Required position sensors shall be provided.

17. OPERATOR'S CABIN

- I. The operator's cabin shall be of welded construction. An enclosed operator's cabin shall be provided for the crane with adequate shatter proof glazing to ensure good vision in all directions and the glazing shall be accessible for cleaning from inside the cabin itself.
- II. In addition to cabin control, a remote monitoring and controlling system shall also be provided so that all the movement (hoisting / lowering / transverse motions) shall be directed and controlled from the ground level itself. The remote controlling shall be radio remote.
- III. The enclosed cabins shall be equipped with the following as minimum:
 - a) Instrumentation / monitoring system such as digitally displayed rated load indicator with respect to reach of hoist, audio and visual alarm system, load and reach of the hook, wind speed indicator, indications regarding operation of the crane, etc.
 - b) Fan, light fittings, portable chargeable light, socket outlets.
 - c) Emergency stop button, Control ON push button and warning alarm push button / pedal should be provided in such a way to have easy accessibility to operate.
 - d) Insulated against heat and noise.
 - e) Cabin floors shall be covered with a non-slip, heat and electrically insulated material.
 - f) One spring mounted driver's seat, ergonomically designed, upholstered and adjustable in height, length (forward and backward) with adjustable back.
 - g) Main crane functions shall be operated by means of master controllers / joysticks, switches, buttons etc. situated as a part of the Operator's chair.
 - h) A carbon dioxide extinguisher shall be mounted in the cab.
 - i) Control ergonomics should be designed to best practice.
 - j) Wind screen wipers and sun visors.
 - k) A pedal or hand operated hooter which can be operated from Operator cabin.

18. WIRE ROPE, ROPE DRUMS AND SHEAVES

- I. Selection of wire rope size and number of falls shall be based on the relevant standards followed for design.
- II. Rope drums shall be fabricated out of rolled steel plates or seamless pipe. The grooves of the drum shall be smooth finished. Rope drum shall be flanged at both ends. The rope anchor system and number of dead turns at hook lowest point and spare grooves at hook highest point should be in accordance with the chosen design standard or code.
- III. Rope sheaves shall be of cast steel. Adequate guards shall be provided in the sheaves to prevent the wire ropes coming off.

19. GEAR BOXES

- I. Gear boxes should be designed so that the gears will be self-lubricated. The gears should also be easily removable and the boxes oil tight. They should be rigidly

constructed and fitted with inspection covers and lifting lugs where necessary. Facilities for oil refilling, drainage and means for inspection of oil levels shall be provided.

20. LIGHTING

- I. The tower crane shall be provided with 8 Nos of 250W LED type fittings on horizontal jib with control from crane base and operator's cabin. The lights shall be positioned on the cranes such that the area of operation is having sufficient illumination and the operator has sufficient visibility. Control gear of the lamps shall be mounted separately. Lights shall be locked by chain. Anti-vibration mountings as required shall be provided for jib lights. IP grading of light fittings in jib shall be minimum IP 66.
- II. In addition, adequate lighting shall also be provided along the access from the ground level up to the operator's cabin.
- III. Red dual LED aircraft warning lights (IP67) shall be fitted at both top ends of the jib in accordance with the FAA and DGCA Regulations applicable to the site. These aircraft warning lights shall be provided with continuously charged standby batteries, or other approved power source whereby the lights shall remain fully illuminated for a minimum period of 36 hours in the event of failure in the mains power supply to the crane. The mountings shall be of the anti-vibration type to give an overall lamp life expectancy of more than 20,000 hours.

21. WIND SPEED MONITORING

- I. An anemometer of marine quality shall be provided to indicate wind velocities. A visual and audible warning shall be provided, when wind velocity exceeds the maximum operating wind speed. The alarm shall be repeated by claxon or similar, external to the operator's cabin such that all personnel on the working premises are made aware of the situation.

22. MOTORS

- I. All motors shall be suitable for 400 V, 3 phase, 50 Hz. Rating, duty, CDF of the motor shall be selected as per the relevant standard and classification followed for design. All motors shall be AC squirrel cage, copper wound induction motors suitable for speed control by variable voltage variable frequency drive. The electric motors fitted to all the crane motion drives shall comply with relevant standards/IEC. All motors shall be of the totally enclosed type. Irrespective of IP grading, all motors located outside shall have protective covers. Hoist motor shall be capable of withstanding an over speed of 15%.

23. CABLES

- I. All the power cables shall be of copper conductor. Where electric cables or similar vulnerable items are running through the crane structure, access window should be provided for inspection and maintenance purposes. All exterior surface runs shall be adequately protected from accidental damage.

24. POWER SUPPLY AND PANELS

- I. An isolation device (MCCB or SDFU) with minimum IP protection Class IP 54 shall be provided at ground level in crane to allow isolation of the crane from the incoming supply. Switchgear panels located indoor / inside shall have minimum degree of protection IP52. PLC and drive panels located inside / indoor shall have minimum degree of protection IP22. Panels located outside shall have minimum degree of

protection IP54. Field devices located outside shall be suitable for outdoor duty operation. Drive and PLC / Crane Control System panels shall be suitably ventilated. All electronic and electrical equipment shall be adequately protected from the effects of multiple transient voltages. Statutory clearances as per CEA regulations shall be maintained around the panels. Chances of direct contact with electrical and control systems components including drives shall be fully avoided.

25. EARTHING, PLC/CRANE CONTROL SYSTEM AND VVVF DRIVES

- I. **Earthing:** Earthing of the crane shall be done with copper only, in view of saline conditions prevailing at site. Grid earthing using suitably rated earth strips shall be provided for the entire structure of the crane. Earthing of electrics shall be done using suitably rated copper strip/bare copper/copper cable. Double earthing shall be provided for all electrics including panels, motors, safety devices, brakes, junction boxes, limit switches etc as per Central Electricity Authority Regulations. All metallic glands used shall be earthed.
- II. **PLC/Crane Control System:** The PLC / Crane Control System shall handle all crane control functions except utility circuits. All components of the PLC / Crane Control System shall be suitable for extended industrial use within the particular operating and climatic environment applicable to this crane. Self-diagnostic capability shall be incorporated in PLC / Crane Control System both on line during operation and when powered up. The PLC / Crane Control system shall perform the logical control functions and transmits the control signals. PLC programming / Crane Control system shall ensure safe operations of the crane including avoidance of possible man-made mistakes.
- III. **VVVF Drives:** The crane shall be provided with independent VVVF drive units for main hoist, trolley winch and slew motion. The master controller/joystick shall generate a signal, which shall be led to the control unit. All inverters shall be heavy duty, vector type catered for crane application with suitable firmware. In the case of drives of hoisting, traversing and slew operations resistor boxes shall be used for energy recovery. A non-re-settable “hours run” meter for each of the main crane drive systems to be provided.

26. SAFETY AND CONTROL DEVICES

- I. The following safety devices shall also be ensured:
 - a) Load monitoring system to give audio and visual warning and tripping.
 - b) Load-Reach monitoring, warning and tripping system.
 - c) Emergency trip button to be provided in the ground level on both sides of the crane structure and operator’s cabin.
 - d) Suitable size fire extinguisher to be provided in the operator’s cabin.
 - e) Aviation warning lights and anemometer.
 - f) Limit switches for all motions as specified elsewhere.
 - g) Trolley radius markers that will relatively accurately inform the operator and ground staff regarding the radius / reach of load hook.
 - h) Lightning protection system

- i) Any other items which is mandatory as per the relevant code / statutory requirements.

27. PAINTING SYSTEM

- I. Paint system shall comply with ISO: 12944. For all steel structural parts:
 - a) Cleaning: Shot blasting to SA 2.5
 - b) Priming: Marine grade Epoxy based primer (2 x 40 microns)
Marine grade Epoxy based MIO (1 x 150 microns)
 - c) Finishing: Marine Grade Polyurethane paint (2x 50 microns)
- II. Colour scheme for jib and super structure shall conform to aviation obstruction warning norms with alternate white and orange stripes. Final touch up paint shall be applied, if required after complete erection of the crane.
- III. IWAI logo and name (HCSL- SRF Pandu Unit) shall be placed suitably on the crane.

28. INSPECTION AND TESTING

- I. Materials and Equipment forming part of the cranes shall be inspected by HCSL. This inspection shall be carried out based on the Quality Assurance Plan (QAP) approved by HCSL. The crane may be inspected and tested during different stages of its manufacture, from raw materials through to the completion of the cranes by authorized representatives of HCSL at the supplier's or his sub-contractor's works as per the Quality Assurance Plan (QAP) approved by HCSL. Inspection by representatives of HCSL shall be regarded as a check-up and shall be in no way binding on HCSL.
- II. All documents for all electrical equipment and mechanical equipment supplied with the crane shall be available for inspection along with the equipment.
- III. Tests prior to delivery: Major & critical materials and items forming part of the cranes shall be tested in accordance with the standards and technical specification before leaving the manufacturer's or supplier's premises. The crane supplier shall furnish HCSL with the test certificates from the manufacturer. Accordingly, pre-despatch inspection at supplier's premises shall be attended by HCSL representatives. This includes review of the documents, witnessing the tests of the materials and items as per the approved QAP and drawings. Crane supplier shall make all arrangements to facilitate due inspection by HCSL delegation at any places where the cranes are being manufactured. All cost and expenditure including travelling, boarding and lodging etc shall be borne by HCSL.
- IV. HCSL right to reject: Neither the production of a manufacturer's certificate, nor the omission of HCSL to send an inspector, nor the presence of HCSL representative during testing or manufacture at the manufacturer's premises, shall prejudice the right of HCSL representative to reject after delivery to SRF Pandu Project (Phase -1) site, materials or items intended to form part of the cranes, which are found unsuitable or not to be in accordance with the standards and the technical specification. In the event of such circumstances, notwithstanding any previous test or certification, HCSL may instruct the crane supplier to remove from the site, replace any materials and re-execute any work, which are not in accordance with the purchase order.

29. SITE ASSEMBLY AND ERECTION

- I. The supplier shall ensure that minimum amount of assembly at site is necessary for early commissioning of the crane after delivery. Site welding shall be avoided as far as possible. The supplier shall be responsible for erection of the crane including transport to storage site, and storage as required at site by their own men, tools and tackles etc. The crane supplier shall ensure that all work is undertaken by trained and competent personnel under the supervision of responsible persons, experienced in the particular aspect of the works being undertaken. Site engineers and supervisors shall be deputed as per requirements.
- II. Companies wishing to tender for the supply of the crane may visit the project site to have a first-hand information and to fully familiarize themselves with the intended location, the prevailing site conditions, possible method of erection and any other possible constraints in advance of submitting their offer.
- III. Crane supplier shall submit the detailed erection procedure before commencing the erection activities at site. The procedure shall include details regarding the sequence of erection, capacity of cranes used for erection activities etc.
- IV. Mobile cranes of adequate capacity for the erection of cranes shall be arranged by the crane supplier. Test Loads with necessary slings and shackles shall be arranged by the Crane Supplier. Necessary labour for load testing shall also be under suppliers' scope. Cutting gas for fabrication and erection activities shall be arranged by the crane supplier and shall comply with the safety regulations of SRF Pandu Project (Phase -1) site.
- V. On completion of the erection activities, supplier shall issue a certificate to the effect that erection activities are completed in all respects.

30. TESTING AND COMMISSIONING

- I. The testing and commissioning shall be conducted by the crane supplier and shall demonstrate the overall suitability of the crane for the ship repair function intended together with compliance to the standards and technical specification and amply demonstrating operational reliability. Initial requirement of lubricant during testing and commissioning shall be supplied by the crane supplier.
- II. The crane supplier shall perform fitness tests of the crane to include functional, load tests, endurance and trial operations type work. Upon receipt of the intimation from the crane supplier, SRF Pandu Project (Phase -1) site personnel will be available to witness the test. The crane supplier with his own engineers and operators shall perform the performance tests. The performance tests to include, inter alia:
 - a) During no-load test, operation of each equipment shall be normal.
 - b) During full-load test, operation of each equipment and controls shall be normal and operation speed shall be within +/- 10% of the design speed.
 - c) Value of insulation resistance between each circuit and the ground greater than 5 M Ω .
 - d) Operation of all emergency stops, interlocks & safety devices.
 - e) Trolley travel, slew and hoist speed and function test.
 - f) Overload test in accordance with design standard requirements

- g) Measurement of current under no load and full load conditions
- III. All defects pointed out by HCSL shall be rectified.
- IV. Approvals: The following statutory approvals are also covered in the scope of crane supplier.
 - a) Fitness certificate for operation of the Crane from the competent person appointed by Statutory authority/bodies of Government of Assam. Certificate of competency shall be submitted to SRF Pandu Project (Phase -1) site for verification.
 - b) Certification from SRF Pandu Project (Phase -1) site/ HCSL Safety and Fire Department
- V. The rectification of any defects and modifications pointed out by any of the above agencies shall be carried out without any additional cost to SRF Pandu Project (Phase -1) site and approval shall be obtained. Comments / approval of the drawings by SRF Pandu Project (Phase -1) site will not relieve the supplier of his responsibility with respect to the rectification works suggested by statutory authorities.
- VI. On satisfactory completion of the testing & commissioning; crane supplier & SRF Pandu Project (Phase -1) site shall jointly sign the commissioning certificate.

31. TRAINING FOR OPERATOR AND MAINTENANCE STAFF

- I. Full training at the site, including classroom training for the safe operation and maintenance of the crane and all equipment shall be provided to SRF Pandu Project (Phase -1) site nominated personnel by a suitably qualified person, or persons, employed by the crane supplier. Training at site will commence during the site assembly stage for the maintenance personnel and continue through testing and commissioning and into the setting to work phase for the crane operators.
- II. Maintenance training, for up to six maintenance workers shall include:
 - a) Routine examination and maintenance
 - b) Control system & fault diagnosis
 - c) Removal, dismantling and replacement of parts and components
 - d) Basic electrical checks, safety routines and component replacement
 - e) Maintenance planning records and procedures
 - f) Instruction and familiarization regarding the overall operation and maintenance of the crane including Health and safety provisions incorporated (including the operation etc. of items such as load weighing and limit switches etc.)
- III. Operational training for up to six crane operators shall include:
 - a) Safety procedures
 - b) Practice at the control and synchronization of the main crane motions, slew and hoists
 - c) Start up and shut down procedures
 - d) Application of the daily check list
 - e) Instruction and familiarization regarding the overall operation and maintenance of the crane including Health and Safety provisions incorporated (including the operation etc. of items such as load weighing and limit switches etc.)

32. OPERATIONAL AND MAINTENANCE MANUAL FOR CRANE

- I. Four (4) sets of operation & maintenance manual along with one soft copy covering the operation, maintenance and parts identification for the crane and associated equipment and components shall be provided. Proprietary equipment supplier's manuals may be provided. Where possible the manuals shall be presented in A4 format and be protected from damage by employing durable covers and plastic encapsulated pages. The operator's manuals contain advice and instructions on all aspects of the safe operation and use of the crane including actions to be taken in the event of emergency or breakdown. A start up and hand over check list for the drivers shall also be included. Additionally, a separate document, or set of documents, with exploded isometrics where possible identifying all components and their associated spare part numbers for all items and components of the crane, both of the crane manufacturer's and of all sub- contractors and suppliers manufacture, shall be provided. As built drawings (4 sets) shall also be handed over.

33. ESSENTIAL SPARES FOR 2 YEARS OPERATION

- I. Essential spares will be considered for cost comparison and shall include the below mentioned items considered:

Sl. No.	Item	Quantity
1	Trolley and Hoist Limit Switch	02 Nos. each for trolley & hoist
2	Jib light	02 Nos.
3	Aviation lamp	01 No.
4	Master controller/joystick	01 No.
5	PLC with final loaded program / Computer control system controller with final loaded program	01 No.
6	Brake	01 No. each for each motion of the crane.

- II. In addition, crane supplier shall also furnish the list of recommended spares for 5 years operation along with price which should hold for three years after the completion of guarantee period

34. MAKE LIST OF MAJOR ITEMS

SL. No	ITEM	MAKES
1	MOTORS	CRANE SUPPLIER TO SPECIFY IN THE OFFER
2	MCCB	CRANE SUPPLIER TO SPECIFY IN THE OFFER
3	LT POWER CABLE	CRANE SUPPLIER TO SPECIFY IN THE OFFER
4	VVVF DRIVES & PLC	CRANE SUPPLIER TO SPECIFY IN THE OFFER
5	GEAR BOX	CRANE SUPPLIER TO SPECIFY IN THE OFFER
6	BRAKES	CRANE SUPPLIER TO SPECIFY IN THE OFFER

7	SLEW BEARING	CRANE SUPPLIER TO SPECIFY IN THE OFFER
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35. PLACE OF DELIVERY

IWAI PANDU PORT
HCSL-SRF Pandu Project (Phase -1) site,
Pandu Bazaar,
Pandu Railway Rest Camp Police station (Opp.),
Guwahati – 781 012, Assam.

36. SCHEDULE

I. Crane supplier shall take note that SRF Pandu Project (Phase -1) site being a functional ship repair unit, the cranes are required for supporting ship repair activities. It is the responsibility and risk of supplier to imbibe and coordinate with SRF Pandu Project (Phase -1) site. The supplier shall understand the requirement of completion and shall duly intimate SRF Pandu Project (Phase -1) site regarding the progress of proceedings on a reasonable timeframe. The supplier shall choose reliable sub-suppliers meticulously to match the schedule of 6 months. Supplier shall ensure compliances of all applicable procedures, rules, regulations for ensuring the safety and protection of man and materials in all respect and ensure seamless safe working procedures at SRF Pandu Project (Phase -1) site. The split up of the schedule is stipulated below:

Sl No	Activity	Timelines
1	Detailed design drawing for the civil works in connection with installation of crane including foundation, counter weight, earth preparation / load data etc.	Within 1 Week after issue of PO
2	Submission of Quality Assurance Plan for the approval of HCSL	Within 2 Weeks after issue of PO
3	Submission of General Arrangement Drawing of the cranes with important technical features	Within 6 Weeks after issue of PO
4	Completion of the following milestones:	Within 2 Months after issue of PO
	a) Submission of certificate issued by manufacturer to the effect that all design code & technical specification requirements are complied with for the design of Tower Crane	
	b) Submission of General Arrangement Drawing of the crane for approval by HCSL.	
5	Receipt of crane components, materials etc. as per mutually agreed material delivery schedule.	Within 5 Months after issue of PO
6	Completion of Erection, Testing, Commissioning, Approvals and handing over of the crane to SRF Pandu Project (Phase -1) site.	Within 6 Months after issue of PO

II. In case of emergency, SRF Pandu Project (Phase -1) site reserves the right to shift the installation activities by a period of 06 months without any additional cost implication.

37. PROGRESS REPORTS

- I. The crane supplier shall submit comprehensive monthly progress reports with detailed schedules showing the volume and percentages of works executed, materials and equipment in stock and to be executed in the following month, photographs of works in progress etc. The report shall be submitted to SRF Pandu Project (Phase -1) site not later than the 5th of every month.

GENERAL SAFETY RULES OF SRF
PANDU PROJECT (PHASE-1) SITE

- 1) The Crane supplier shall fully comply with all relevant Indian health and safety legislation in force at the date of tender submission. The Crane supplier shall fully comply with the regulations of the Statutory Authorities including Directorate of Industrial Safety and Health of Government of Assam, Central Electricity Authority, etc. in respect of safety, health and welfare requirements.
- 2) The Crane supplier shall fully comply with the General HSE guidelines promulgated by SRF Pandu Project (Phase-1) Site which are enclosed as Annexure 1. All precautions and permits not limited to the following shall be complied with, in connection with the erection, testing and commissioning of the crane.
 - a) Hot work permit
 - b) Permit for work at height
 - c) Permit for scaffolding
 - d) Electrical shutdown permit
- 3) The Crane supplier shall adhere to safe construction practices and guard against hazardous and unsafe working conditions. All safety rules to be observed while working on live electrical system or installation as stipulated in the Factories Act, Indian Electricity Rules, Central Electricity Authority Rules & Regulations and as per SRF Pandu Project (Phase-1) Unit standards. Any approvals required from SRF Pandu Project (Phase-1) unit and statutory authorities shall be obtained in this regard. Work permits / electrical power shutdown permits shall be obtained from SRF Pandu Project (Phase-1) Unit wherever required.
- 4) Crane manufacturer shall understand and comply with the following Indian Acts / Rules scrupulously and SRF Pandu Project (Phase-1) unit hereby firmly and solemnly inform and declare that any non-compliance or issue comes in this connection or as a dispute on these Acts / Rules is fully under the risk and cost of crane supplier during the entire period of this project:
 - a) Contract Labour (Regulation and Abolition Act)
 - b) Employees Compensation Act
 - c) ESI Act
 - d) EPF Act
 - e) **Insurance**
 - f) Minimum Wages Act
 - g) Payment of Gratuity Act
 - h) Any other acts/rules/norms stipulated by Govt. Authority during the period of contract.
- 5) No person above 60 years shall be permitted entry into the yard for any work except otherwise specially permitted by the occupier of SRF Pandu Project (Phase-1) Unit.
- 6) Smoking is strictly prohibited.
- 7) Unauthorized use of cameras and mobile phones in SRF Pandu Project (Phase-1) unit is forbidden.
- 8) Parking of vehicle is only in approved parking locations. Priority is for Material Movement and private vehicles shall make way for material movement.
- 9) The use or possession or influence of non-prescription drugs, alcohol and the abuse of substances is strictly prohibited in SRF Pandu Project (Phase-1) Unit Area.
- 10) Speed Limit of vehicle in the yard is 10 km/hr.

- 11) Fishing is not permitted in the yard.
- 12) Everyone should observe and obey regulatory signs.
- 13) Use of mobile phones is strictly prohibited while at work and driving including while cycling.
- 14) Usage of Safety Helmet with chin strap, safety shoe and cotton working dress are compulsory at SRF Pandu Project (Phase-1) Unit work site. Suitable PPEs (Personal Protective Equipment) are to be used.
- 15) Risk assessment of non-routine works to be done and control measures identified before commencement of work. Same shall be submitted to SRF Pandu Project (Phase-1) Site Safety & Fire Dept. These control measures are to be communicated to the workers.
- 16) Workers and supervisors engaged in the works shall be competent. Supervisor shall be deployed during the entire duration of work and works shall be undertaken only under his presence.
- 17) Briefing of HSE points related to the day activities is to be carried out by the supervisor in charge.
- 18) People to be engaged in activities preferable in group only. Working alone is not permissible.
- 19) Using paint tin, CO₂ welding cable bobbin and oil drums as working platform is strictly prohibited.
- 20) Don't store thinners in beverage bottles.
- 21) Adequate precautions should be taken during welding or gas cutting against situations such as electric shocks, burns, fumes, explosion and arc eyes.
- 22) When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below / nearby and suitable barricade to be done at the ground.
- 23) Never use oxygen for ventilation purpose.
- 24) It is to be ensured that fuel gas (oxygen, acetylene), CO₂, compressed air, mixed gas, nitrogen, argon etc. manifold coke valves must be closed before leaving the work space. It is ensured that main valve to manifold must be closed during break time.
- 25) Fuel gas (oxygen, acetylene) lines to be taken out from the confined space when you are leaving for break.
- 26) Ensure that no hot work should be carried out in the presence of hydrocarbon fumes.
- 27) Arc welding equipment should be properly earthed.
- 28) Ensure that ELCB is fitted on all Welding Machines or the same to be tapped from switchboards with ELCB protection.
- 29) Ensure cables used for all electrical equipment / tools with sufficient current carrying capacity. They should be free from joints and defects. Extension shall be made only with male-female connector.
- 30) Voltage Reducing Devices (VRD) (Safety relay) must be fitted on AC welding Machines.
- 31) Never bypass safety relay on AC welding machines.
- 32) Electrical extension switch boards are in metallic construction with ELCB (of 30 mA trip current) & MCB. Only industrial type plug and socket to be used.
- 33) Only authorized persons are allowed to operate any machine/equipment/ Switch boards. Unauthorized operation of any switch gear is strictly prohibited.
- 34) Never tamper with machine guards.
- 35) Ensured that all portable equipment, welding transformers/rectifiers must be switched off after use.
- 36) Good quality welding cables, cutting hoses and hand tools must be used in the yard.

- 37) For getting temporary electrical connections (welding sets, power plug boards), Crane supplier should follow the SOP of SRF Pandu Project (Phase-1) Unit.
- 38) Works to be performed only on certified scaffolding (hand rails, planks without gap, access to working platform).
All working platform having 2.0 m and above shall be certified by SRF Pandu Project (Phase-1) Site safety personal.
- 39) Always wear full body harness while working at height (e.g., while working on scaffolding). The anchor points of harness should be strong enough. Medical Fitness report shall be submitted to SRF Pandu Project (Phase-1) Site Safety & Fire Department for persons engaged for working at heights.
- 40) While it is liable to fall into water bodies, floating vest are to be worn.
- 41) Height of handrail should be of 90 cm with intermediate railing of 45 cm, wherever protective hand rails are provided for fall protection.
- 42) Excavated materials should be put away from the edge of the excavated trench to avoid slopping of the excavated materials into the trench.
- 43) Open manholes and places where it is liable to fall, those areas must be protected by strong barricade with intermediate railings. Manhole covers should be replaced promptly when work is suspended.
- 44) All lifting tools and & tackles, pressure vessels including blasting hoppers to be tested every year by competent person and obtained valid test certificate. Ensure that items that are defect free and in good condition are used.
- 45) Any situation affecting the safety of an employee or his fellow employees shall be immediately brought to the notice of site supervisor or reported to SRF Pandu Project (Phase-1) Site Safety Officer.
- 46) Only authorized employees should be allowed to operate the mobile cranes and other hoisting equipment & rigging/signalling.
- 47) Standing under suspended loads is dangerous and is avoided.
- 48) Compressed air should not be used to clean the clothing. When not using the compressed air, the valve must be shut off.
- 49) Any kind of Gas cylinders (empty / full) should be secured in upright position and away from direct sunlight.
- 50) Air hoses, welding cables, fuel hoses, electric cables should not be allowed to lie across walkways etc. and they should be suspended from overhead.
- 51) Inflammable liquids must be handled in safe cans or containers approved by SRF Pandu Project (Phase-1) Site safety personnel and shall be stored in space having good ventilation and acceptable to SRF Pandu Project (Phase-1) Site. All such containers must be clearly labelled and warnings exhibited visibly.
- 52) Rescue operations done only by authorized person. If there is life threat observed, anybody can clear the threat and wait for authorized rescue persons for further actions.
- 53) Everybody should be responsible for housekeeping at their work site.
- 54) Avoid activity / action that leads to air / water / soil pollution.
- 55) The Contractor before starting any work in the SRF Pandu Project (Phase-1) Site premises shall have to undergo induction training on the first day of reporting and all new persons engaged subsequently shall undergo the same.

- 56) A responsible Safety In-Charge is to be designated by the firm for the activities, in case of requirement. The details of the Safety In-Charge shall be communicated to SRF Pandu Project (Phase-1) Site Safety dept. He shall take a lead to ensure safe work environment for their work sites.
- 57) SRF Pandu Project (Phase-1) Site reserves its right to suspend work in the event of the contractor not complying with the HSE guide lines with regarding to HSE practices for which no claim of any kind will be entertained.
- 58) To ensure the safe conduct of safety operation, a representative of the contractor should maintain appropriate contact with the SRF Pandu Project (Phase-1) Site officer-in-charge of the work as may be necessary to acquaint himself with any changed conditions of other matters relating to the HSE performance.
- 59) One safety supervisor for overseeing safety need to be ensured by contractor / vendor.
- 60) Any kind of emergency (Fire / Rescue / Personal Injury / Property damage) to be reported to SRF Pandu Project Office, Project Officer (Mobile No. 6900338171).

APPLICATION LETTER
(On Applicant's letter head)

(Date and Reference)

To

Hooghly Cochin Shipyard Limited,
Administrative Building, HCSL Premises,
Satyen Bose Road, PO - Danesh Shaikh Lane,
Nazirgunge, Howrah, West Bengal - 711109

Subject: Tender for "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM."

."

With reference to your tender referred above, We, _____ (name of the applicant or consortium) having examined all relevant documents and understood their contents, hereby submit our Tender. It is confirmed and truly declared that:

- 1) All information provided in the Tender and in the Appendices is true and correct.
- 2) We shall make duly available to HCSL any additional information it may find necessary or require to supplement or authenticate the Tender.
- 3) We or our subsidiaries or affiliated are not under a declaration of ineligibility issued by Govt. of India / Any State Govt. of India / Public Sector Undertakings.
- 4) We also confirm that subcontracting of works other than mentioned in bid would not be carried out without approval of HCSL.
- 5) We agree and undertake to abide by all the terms and conditions of the tender.
- 6) We confirm that no counter conditions or remarks are made in the Financial Part of this Bid.
- 7) The proposal validity is 180 days from the date of opening of technical part.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative) (Name of the Consortium leader)

Place:

Date:

(Company Seal)

FINANCIAL CAPABILITY

Sl. No.	Financial Year	Annual Revenue/ Turnover	Net worth as at the end of the financial year
1			
2			
3			

(Signature of the authorized representative of Tenderer/ Consortium Member)

Date:

(Company seal)

Certificate from the Statutory Auditors

This is to certify that _____ *(name of the Tenderer)* has received the payments shown above in the respective years and that the net worth is as computed.

Name of Statutory Auditors: Designation:

Name of the Audit firm:

(Signature of the Authorised Signatory Auditors)

(Seal of Audit Firm)

STRUCTURE AND ORGANIZATION

- 1) Name of company:
Address:
Phone:
Fax:
Email:

Authorized representative:
Registered office address:
- 2) Description of company (for example, Crane supplier):
- 3) Number of years' experience:
 - in own country:
 - internationally:
- 4) Names and addresses of associated companies to be involved in the project - and whether parent/subsidiary/other:
- 5) Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant.
- 6) Details of the designer (company details) for the project:

We hereby solemnly certify that the above information is furnished as per our article of association and audited records.

Signature:

Name:

Designation

(Company Seal)

RESOURCES: CONTRACTOR'S EQUIPMENT AND FACILITIES

Name of company:

On the basis of the information provided in the tender document, please indicate the equipment and facilities considered by the company to be necessary for undertaking the project and whether this is already in the company's ownership or will be purchased or hired:

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands.

Signature:

Name:

Designation

(Company Seal)

TECHNICAL EXPERIENCE: RELEVANT CRANE PROJECTS COMPLETED

Please fill in information about the relevant projects completed over the past fifteen years from date of publishing the tender which meets the prequalification criteria

Name of the Company:

Sl. No.	Name of the Client	Project Description	Capital Cost of the Project at the time of award of the contract	Completion period of the project as per the contract	Start Date & Commissioning Date of the project	Design by (firm details)	Remarks including reason for delay in completing the project, if so
1							
2							
3							

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands

Signature:

Name:

Designation:

(Company Seal)

DESIGNER'S EXPERIENCE: RELEVANT CRANE PROJECTS COMPLETED

Please fill in information about the relevant projects completed over the past fifteen years from date of publishing the tender which meets the prequalification criteria

Name of the Company:

Sl. No.	Name of the Client	Project Description	Capital Cost of the Project at the time of award of the contract	Completion period of the project as per the contract	Start Date & Commissioning Date of the project	Design by (firm details)	Remarks including reason for delay in completing the project, if so
1							
2							
3							

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands

Signature:

Name:

Designation:

(Company Seal)

PRESENT ORDER BOOK POSITION

Name of the Company:

Give information about all projects in progress, including those where the company has received a letter of intent, but a formal contract has not been awarded. The below details would not be considered for PQ evaluation. This is for information only.

Sl. No.	Client	Crane details & location	Contract value	Scheduled date of completion of work
1				
2				
3				
4				

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands.

Signature of Statutory Auditor:

Name & Address:

(Company Seal)

POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

To

Hooghly Cochin Shipyard Limited,
Administrative Building, HCSL Premises,
Satyen Bose Road, PO - Danesh Shaikh Lane,
Nazirgunge, Howrah, West Bengal – 711 109.

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 of the member of Consortium)

(Company Seal)

In case of a Consortium this Power of Attorney has to be signed by all representatives of the Consortium according to the Consortium Agreement.

CONSORTIUM AGREEMENT

The consortium agreement is made at on day of..... 2025 between M/s (please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative (hereinafter referred to as "First Party") and M/s (please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative, (hereinafter referred to as "Second Party").

WHEREAS the First Party is engaged in the business of
.....

AND WHEREAS the Second Party is engaged in the business of
.....

AND WHEREAS both the parties are desirous of entering into a Consortium Agreement for carrying on the work of Cochin Shipyard Limited (The Employer) in connection with the work of (Project title) herein referred to as the "subject works".

AND WHEREAS the First Party and Second Party have agreed to form of Consortium Agreement for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

- 1) That under this Consortium Agreement the work will be done jointly by the first party and second party.
- 2) It is further agreed by the Consortium Partners that M/s who meets HCSL pre-qualification criteria, has been nominated as Lead Partner for the execution of the works.
- 3) That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners and parties of the Consortium and the entire execution of the contract including payments shall be done exclusively with the lead partner.
- 4) THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of each party shall be as under:

First Party:

Second Party:

5) The Registered office of the parties are as under:

First Party:

Second Party:

- 6) In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Employer (HCSL) to ensure the satisfactory execution of that part of the contract.
- 7) The law of the country where the project is implemented / realized will govern this agreement.
- 8) The validity of this agreement is 180 days from the date of signing of agreement or otherwise till the end of the project in all respects, in case selected as the L1 bidder for providing required services under the contract.
- 9) Neither party shall discuss, disclose or otherwise divulge any information related to the contents of this agreement, the projects and business to any third party without prior written consent of the other party. Disclosure of the information is a liable action.

IN WITNESS WHEREOF the Parties here to have signed hereunder at on ... day of 2025.

Party of First Part

Witness:

Party of Second Part

1)

2)

METHOD OF PERFORMING THE WORKS

The Tenderer is required to submit a narrative outlining the method of performing the works. The narrative should indicate in detail and include but not be limited to:

- 1) Preliminary technical proposal (design) showing that the technical requirements according the employer's requirements for the cranes
- 2) The sequence and methods in which he proposes to carry out the works
- 3) A list of all major items of cranes, tools and vehicles proposed to be used in carrying out the works at site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him. Erection, Testing and Commissioning of the works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the employer's requirements.
- 4) The procedure for installation/erection of equipment and transportation of equipment and materials to the site. Especially the method of manufacturing and installation of the fixed type tower crane has to be described.
- 5) Details regarding mobilization in India, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- 6) Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
- 7) Other items proposed (Security services, etc.)

Initials of Signatory to Bid:

Name:

Designation:

Company:

(Company Seal)

PROPOSED PROGRAMME OF WORKS

Tenderer shall provide a programme in a bar-chart form showing the sequence of work items by which he proposes to complete the work of the entire contract. The programme should indicate the sequences of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering/procurement of materials, manufacturing, delivering, installation/erection, testing and commissioning of works to be executed under the contract.

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM.																									
Sl. No.	Activity	Months																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Design stage																								
2	Submission of drawings																								
3	Inspection of major items at Supplier's works																								
4	Supply of major items																								
4a																									
4b																									
4c																									
5	Crane installation																								
6	Testing and Commissioning																								

Initials of signatory to Bid:

(Company Seal)

PRE-BID QUESTIONNAIRE

Sl. No.	Reference Clause	Page No.	Description	Tenderer Suggestion / Query	HCSL Reply
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature:

Name:

Designation:

Company:

(Company Seal)

COMPLIANCE STATEMENT - Vol I & II		Page 1 of 1
PROJECT NAME: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM		
Tender No: HCSL/PUR/TEN/2025/078		Date: 09.09.2025
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 (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)		

KEY PERSONNEL

A write-up regarding key personnel having adequate experience in design, construction and quality assurance for the project

CHECKLIST- TECHNICAL

We, M/s hereby solemnly confirm and declare that we have gone through the tender specifications, terms and conditions and all other documents attached to the Tender of M/s Hooghly Cochin Shipyard Ltd, in detail and full. Entire specifications, terms and conditions are noted and understood and get clarified with M/s Hooghly Cochin Shipyard Ltd and submitting the offer herewith. We reconfirm the compliances of major technical points of technical specifications in the below format voluntarily and truly.

Sl. No.	Item	Compliance (Please confirm with YES or reject with NO)	Remarks, if any
1	It is confirmed that scope of works in detail is noted and accepted. Deviations are mentioned in the deviation chart enclosed (Annexure 13)		
2	It is confirmed that various standards/ rules/ regulations mentioned in the technical specifications are noted and confirmed that the prevailing rules will be complied in full. Any changes in such rules/ standards/ regulations made by the authorities during the tendering time or execution time or even during the commissioning time will be implemented as part of the contract signed.		
3	It is confirmed that entire welding works will be carried out with certified welders only. Inspection of welding joints will be carried out as per the details given in the relevant specifications of this tender and as per QAP approved by HCSL.		
4	It is confirmed that welding consumables will be certified one and from well reputed manufacturers and authentic type approval certificate will be provided.		
5	It is confirmed and certified that steel will be provided from reputed mills with authentic marking and traceable certificate from classification societies or third party surveyors. Selection of steel as per standards for handling SWL and span on the crane and the same will be ensured with applicable safety factors mentioned in the relevant standards.		
6	It is confirmed that paint scheme will be as per the list mentioned in the technical specification. It is confirmed that surface preparation will be carried in approved methods complying to the finishing mentioned.		
7	It is confirmed that all fasteners used in the crane shall be of certified one from well reputed make.		

8	Make list of major components shall be submitted along with technical bid as per clause 35 in Vol. II. In case any component used in crane is found other than approved makes during any stage including guarantee period, such items will be replaced by the crane manufacturer without any sort of claims or dispute.		
9	All required documents will duly be provided as per the schedule given in tender / work order.		
10	It is confirmed that only qualified and experienced personnel will be deployed for this project.		
11	It is confirmed that entire responsibility of personnel or machineries deployed by the crane manufacturer lies with themselves and HCSL do not realise any responsibility on the same.		
12	It is confirmed that HCSL has right to terminate the service of any personnel deployed by the crane manufacturer or their sub-contractors, at any point of time, from SRF Pandu Project (Phase -1) site premises by giving the reasons in a letter.		
13	It is confirmed that safety rules/ guidelines mentioned in the tender are noted and will be complied fully. It is confirmed that HCSL has the right to impart and implement any remedial steps as per its rules on noting of any violations in this regard at any point of time as and when required.		
14	It is confirmed that Guarantee Clause mentioned in the technical specifications are noted and accepted and the same will be complied fully. Hereby confirms and accepts that any slip or delay in attending and clearing guarantee clause from the side of crane manufacturer or their sub-contractors or the OEM participated in this project, HCSL can take the specified actions.		
15	It is confirmed that only brand new items will be used in the cranes and best practices in industry will only be implemented in the project.		
16	Inspection / certification and documentation scheme of the project is noted and accepted fully.		
17	It is confirmed that drives, PLC, field devices, cabling, earthing, DSL, low voltage, medium voltage and high voltage requirements, transformers, earthing, lighting, etc. would be done as per the technical specification.		
18	It is confirmed and declared that any minor works, especially a statutory requirement, which are not mentioned in the tender specifications or missed out, will be carried out or implanted in this project by assuming it as the part of tender specification.		

19	It is confirmed that spare availability for all components for the next 10 years will be ensured.		
----	---	--	--

We, M/s solemnly reconfirm and declare that the above checklist points elicited are fully known to us and we hereby confirm its compliances in full for the entire project period including its guarantee period. It is also confirmed that we will consider and implement the detailed specification in the tender and points in this check list are considered as reaffirmation of those points in concise form. I, the undersigned, hereby truly confirm that I am authorised to sign on this document as per articles of association of M/s..... where I am employed as per the details given along with my signature below.

Signature:

Name:

Designation:

Department:

Company:

(Company seal)

BILLING SCHEDULE FOR SUPPLY OF ITEMS

Sl. No.	Item Description	Unit	Qty	Percentage of total basic price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature:

Name:

Designation:

Company:

(Company Seal)

FOR INDIGENEOUS CONTENT**PRICE BID FORMAT**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

Sl. No.	Category	Qty	Unit Price (INR)	Total Price (INR)
1	Cost of Fixed Type Tower Crane at SRF Pandu Project (Phase -1) site with all accessories Includes cost of design, manufacturing, supply, delivery at SRF Pandu Project (Phase -1) site stores, Guwahati all inclusive, Transport from SRF Pandu Project (Phase -1) stores to erection site, handling, loading/unloading etc.)	01 No.		
2	(GST on Sl. No.1 above (.....%), HSN code.....)	01 No.		
3	Erection, Installation and commissioning , testing, third party inspection agency approval and handing over of cranes including service assistance (INR)	01 No.		
4	GST on Sl. No. 3 above (..... %)	01 No.		
	Total Cost (In Figures)			
	Total Cost (In Words)			

Note:

- In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost (Sum total of total prices), total of total price against each item shall be considered.
- Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/ Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
- L1 will be arrived based on the total amount quoted for works against Sl. No. 1 & 3 in Annexure 17a and the spares (as per Annexure 17b) to be supplied along with Crane excluding GST.
- Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
- Unpriced Bid:** Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).
- The local activities under Sl. No. 1 & 3 of Annexure 17a shall be under the scope of supplier.

FOR INDIGENEOUS CONTENT**PRICE BID FORMAT: ESSENTIAL SPARES FOR 2 YEARS OPERATION**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM.

Sl. No.	Item	Qty	Unit Price (INR)	Total Price (INR)
1	Trolley and Hoist Limit Switch	02 Nos each for trolley & hoist		
2	Jib light	02 Nos.		
3	Aviation lamp	01 No.		
4	Slip ring brushes	02 Nos.		
5	Master controller/joystick	01 No.		
6	PLC with final loaded program / Computer control system controller with final loaded program	01 No.		
7	Brake	01 No. each for each motion of the crane.		
	GST on Sl. No.1 to 7 above			
	Total Cost for delivering above items at SRF Pandu Project (Phase -1) site (In Figures)			
	Total Cost for delivering above items at SRF Pandu Project (Phase -1) site (In Words)			

Note:

- In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost, (Sum total of total prices.), total of total price against each item shall be considered.
- Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
- Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
- Unpriced Bid:** Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).

FOR INDIGENOUS CONTENT**PRICE BID FORMAT: RECOMMENDED SPARES FOR 5 YEARS OPERATION**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

Sl. No.	Item	Qty	Unit Price (INR)	Total Price (INR)
1				
2				
3				
4				
5				
6				
7				
	Total Cost without GST / IGST for delivering above items at SRF Pandu Project (Phase -1) site (In Figures)			
	Total Cost without GST / IGST for delivering above items at SRF Pandu Project (Phase -1) site (In Words)			

Note:

1. In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost, (Sum total of total prices.), total of total price against each item shall be considered.
2. Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/ Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
3. Cost of above recommended spares for 5years operation will not be considered for computation of lowest bidder.
4. The price of above listed spares should hold for three years after completion of guarantee period.
5. Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
6. **Unpriced Bid:** Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).

FOR IMPORT CONTENT**PRICE BID FORMAT: FIXED TYPE TOWER CRANE AT SRF PANDU, GUWAHATI**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

Sl. No.	Category	Qty	Unit Price	Total Price
1	Cost of Fixed Type Tower Crane at SRF Pandu Project (Phase -1) site with all accessories (Includes cost of design, manufacturing, supply, delivery at SRF Pandu Project (Phase -1) site stores, Guwahati all inclusive, Transport from SRF Pandu Project (Phase -1) site stores to erection site, handling, loading/unloading etc.) USD/EUR Customs Duty percentage applicable for import on the cost of materials considered in the pricing is..... (%) & HSN code is	01 No.		
2	IGST on Sl. No.1 above (.....%), HSN code.....	01 No.		
3	Erection, Installation and commissioning, testing, third party inspection agency approval and handing over of cranes including service assistance (if done by foreign supplier) USD/EUR	01 No.		
4	GST on Sl. No. 3 above (..... %)	01 No.	For overseas suppliers applicable GST will be to HCSL account.	
	Total Cost (In Figures)			
	Total Cost (In Words)			

Note:

- In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost (Sum total of total prices), total of total price against each item shall be considered.
- Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
- L1 will be arrived based on the total amount quoted for works against Sl. No. 1 & 3 in Annexure 17d and the spares (as per Annexure 17e) to be supplied along with Crane excluding GST.
- Comparison of prices will be in INR only. All currencies will be converted to INR for comparison and Exchange rate of State Bank of India as on date of price bid opening shall be considered for price evaluation.
- Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
- Unpriced Bid:** Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).
- The local activities under Sl. No. 1 & 3 of Annexure 17d shall be under the scope of supplier.

FOR IMPORT CONTENT**PRICE BID FORMAT: ESSENTIAL SPARES FOR 2 YEARS OPERATION**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

Sl. No.	Item	Qty	Unit Price (USD/EUR)	Total Price (USD/EUR)
1	Trolley and Hoist Limit Switch	02 Nos each for trolley & hoist		
2	Jib light	02 Nos.		
3	Aviation lamp	01 No.		
4	Slip ring brushes	02 Nos.		
5	Master controller/joystick	01 No.		
6	PLC with final loaded program / Computer control system controller with final loaded program	01 No.		
7	Brake	01 No. each for each motion of the crane.		
	IGST on Sl. No.1 to 7 above.....%	Under HCSL scope		
	Total Cost for delivering above items at SRF Pandu Project (Phase -1) site (In Figures)			
	Total Cost for delivering above items at SRF Pandu Project (Phase -1) site (In Words)			

Note:

- In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost, (Sum total of total prices.), total of total price against each item shall be considered.
- Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
- Comparison of prices will be in INR only. All currencies will be converted to INR for comparison and Exchange rate of State Bank of India as on date of price bid opening shall be considered for price

FOR IMPORT CONTENT

- evaluation.
4. Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
 5. **Unpriced Bid:** Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).

FOR IMPORT CONTENT**PRICE BID FORMAT: RECOMMENDED SPARES FOR 5 YEARS OPERATION**

NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 NO. 10T CAPACITY FIXED TYPE TOWER CRANE FOR SHIP REPAIR FACILITY UNIT AT PANDU, GUWAHATI, ASSAM

Sl. No.	Item	Qty	Unit Price (USD/EUR)	Total Price (USD/EUR)
1				
2				
3				
4				
5				
6				
7				
	IGST on Sl. No.1 to 7 above.....%	Under HCSL scope		
	Total Cost excluding GST / IGST for delivering above items at SRF Pandu Project (Phase -1) site (In Figures)			
	Total Cost excluding GST / IGST for delivering above items at SRF Pandu Project (Phase -1) site (In Words)			

Note:

1. In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost, (Sum total of total prices.), total of total price against each item shall be considered.
2. Supply of above items shall be for SRF Pandu Project (Phase -1) site, Guwahati stores basis. Importer/ Consignee name shall be Hooghly Cochin Shipyard Limited - SRF Pandu Project (Phase -1) Unit.
3. Cost of above recommended spares for 5years operation will not be considered for computation

of lowest bidder.

4. The price of above listed spares should hold for three years after completion of guarantee period.
5. Please refer clause No. 24 of **Volume I – Instruction to Tenderers** - Special terms and conditions of tender for details on taxes /duties.
6. **Unpriced Bid**: Price bid without price & with percentage of taxes & duties and details like

BANK GUARANTEE TOWARDS EMD

To

Hooghly Cochin Shipyard Limited,

Administrative Building, HCSL Premises,
Satyen Bose Road, PO - Danesh Shaikh Lane,
Nazirgunge, Howrah, West Bengal - 711109.

This deed of Guarantee made on Day of Two Thousand.....between HCSL on one part and.....(Name and address of the bank) of the other part is as follows:

In consideration of HCSL having allowed M/s.(herein after referred to as 'the Contractor') to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as 'the bank') undertake to pay to HCSL on demand the sum of money payable as Earnest Money in respect of the Tender Number..... made by the contractor in case the contractor withdraws from the tender be

before the Number.....made by the contractor in case the contractor withdraws from the tender before the Notification, we... (Name of the Bank) (hereinafter referred to as 'the bank') undertake to pay to HCSL on demand the sum of money payable as Earnest Money in respect of the Tender Number... made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by HCSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by HCSL or otherwise commits any breach of the terms and conditions of the tender.

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:

Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till HCSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 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 3 months after the said period in which case the same shall be enforceable.

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ----- only).
2. This Bank Guarantee shall be valid up to (date) (9 months from the date of issuing the BG) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you 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:.....

PRE CONTRACT INTEGRITY PACT
HOOGLHY COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of..... , between, on one hand, the President of India acting through Deputy General Manager, Hooghly Cochin Shipyard Ltd (HCSL) having its registered office at Kolkata, West Bengal India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by Shri, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure..... and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.

- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rs. 1,00,000/-** (to be specified in SRF) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft or Pay Order in favor of HCSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the SRF).
- 5.2 The Earnest Money if applicable/Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 5.5 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.
- 5.6 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.
- 5.7 EMD of the successful bidder will be refunded after remittance of the security deposit.
- 5.8 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.

5.9 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.

6 Sanctions for Violations

- 6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter- Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of HCSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitor

8.1 The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

(i) Dr. Rajan S Katoch, IAS (Retd)
A-91, Alkapuri, Bhopal (MP) – 462022.
Mobile: 8800919222;
Email: rkatoch@nic.in

(ii) Dr. Vinod Bihari Mathur, IFoS (Retd.)
D302, Arborea Luxury Homes, Tarla
Nagal, Near Doon Helidrome,
Dehradun, Uttarakhand - 248001
Mobile: 9412054648
Email: vbm.ddn@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction

- 10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at.....on.....

PRINCIPAL

Name of the Officer
Designation
Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....
2.....

Witness

1.....
2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To
Hooghly Cochin Shipyard Limited,
Administrative Building, HCSL premises,
Satyen Bose Road, PO – Danesh Shaikh Lane,
Nazirgunge, Howrah, West Bengal – 711109.

WHEREAS.....(Name & Address of Supplier) (hereinafter called “the supplier”)
has undertaken, in pursuance of contract..... No..... Date:
..... 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.

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

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

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the
Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the supplier has been given a prior written notice given
by email to the Supplier shall be attached to the demand for Payment.

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

We, the Bank, further agree that no change or additional to or other modification of the terms of the
Contractor or of the Works to be performed there under or of any of the Contract documents which may
be made between HCSL and the Supplier shall in any way release us from any liability under this
guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank,
further agree that any change in the constitution of the said contractor or the said bank shall not
discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
(..... only).
2. This Bank Guarantee Shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if HCSL serve upon us a written claim or demand on or before(validity date).

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

Yours truly,
Signature and seal of the
Guarantor

Name of
Bank

Address:
Date:

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.

FORMAT FOR REFERRING CASES TO GRIEVANCES REDRESSAL COMMITTEE

Name of Contract	
Value of Contract	
Name and Designation of the applicant	
Address of applicant	
Contact number of applicant (a) Mobile (b) Landline	
Name of Company/Firm represented by the applicant	
Address and contact number of the company/ firm	
Copy of board resolution duly attested and notarized authorizing the applicant to represent the company/ firm in the grievance redressal procedure, negotiate and to accept any settlement/ thereon or Copy of duly attested power of attorney authorizing the applicant to represent the company/ firm in the grievance redressal procedure, negotiate and to accept any settlement thereon.	
Details of ID proof of the applicant (Attested copy of the ID proof to be enclosed)	
Brief details of the contract	
Name of the department of HCSL overseeing the contract	
Name of the HCSL officer dealing with the contract	
Gist of the Grievance	

MAKE LIST OF MAJOR COMPONENTS

Sl. No.	Item	Makes
1	MOTORS	
2	MCCB	
3	LT POWER CABLE	
4	VVVF DRIVES & PLC	
5	GEAR BOX	
6	BRAKES	
7	SLEW BEARING	

Chief General Manager (Strategy & New Projects)
Hooghly Cochin Shipyard Limited,
Administrative Building, HCSL Premises, Satyen
Bose Road, PO - Danesh Shaikh Lane, Nazirgugen,
Howrah, West Bengal – 711109.

Date:

Subject: Tender Enquiry No. _____

We, (Name of the Parent Company)
hereby authorize (Name of Subsidiary
Company) to prepare and submit the proposal in response to the HCSL Tender Enquiry No.
.....

If (Name of Subsidiary Company) successful in
becoming the L1 bidder, the order has to be issued to
..... (Name of Subsidiary Company) and,
..... (Name of the Parent Company) will also
provide full technical and financial assistance to
(Name of Subsidiary Company) in order to perform the contractual obligations with Hooghly
Cochin Shipyard Ltd.

(Signature of the Authorized Representatives)

Name:

Designation:

Name of Subsidiary Company:

Name:

Designation:

Name of Parent Company:

AGREEMENT BETWEEN PARENT & SUBSIDIARY COMPANY

Date: _____

To whomsoever it may concern

Subject: Tender Enquiry No. _____

_____ (*Name of Subsidiary Company*) having its registered office at

AND

_____ (*Name of the Parent Company*) having its registered office at

hereby agree to jointly submit an offer for Tender Enquiry No. _____
and all parties shall be jointly and severally liable for the same.

It is agreed as follows:

1. _____ (*Name of Subsidiary Company*) shall be the leader of the Consortium to coordinate with the OWNER or with other specified agencies during the period the bid is under evaluation as well as during the execution of Work in the event Work is awarded. The leader shall also be responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst all the parties to this agreement.
2. All the Consortium members _____ (*Name of Subsidiary Company*), _____ (*Name of the Parent Company*) are jointly and severally responsible for discharging all obligations under the contract.
3. Any correspondence exchanged with the leader of consortium shall be binding on all the parties to this agreement.
4. _____ as the leader of the consortium is authorized to sign all correspondences, signing bid documents, submission of this proposal, providing clarifications also during contract period, if awarded on behalf of the consortium.

5. Governing law for the Consortium shall be law of the Republic of India and the language will be English.
6. All disputes arising in connection with this Agreement shall be finally settled in India under the Rules of Arbitration & Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Rules. The arbitration procedure shall be carried out in the English language.
7. This agreement will cease if
 - a) The bid of the Consortium is not accepted by the OWNER
 - b) The OWNER cancels the bid process (or) postpones submission of bid beyond _____.

FOR & ON BEHALF OF

_____ (Name of Subsidiary Company)

Name:

Designation:

_____ (Name of Parent Company)

Name:

Designation:

(Letter Head)

Compliance with office order OM No. 6/18/2019- PP Dated 23rd July 2020 (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRS).

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that M/s is not from such a country or, if from such a country, has been registered with the competent authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with competent authority.

I hereby certify that M/ sfulfils all requirement in this regard and is eligible to be considered".

Name: Designation

Company:

(Company seal)



HOOGLY COCHIN SHIPYARD LIMITED

A wholly owned Subsidiary of Cochin Shipyard Limited,

A Government of India Enterprise under Ministry of Ports, Shipping and Waterways

SITE VISIT SLIP

I authorized

representative of of

..... address:

..... Visited the site on.....and

understood the work completely related to the work of procurement of 1 No. 10T capacity fixed type tower crane for the Ship Repair Facility work at Pandu .

Stamp and Signature of the representative of the firm

Signature of HCSL officer

Annexure - 27

TECHNO-COMMERCIAL CHECK LIST				
Supply of 1 No. 10T capacity fixed type tower crane for the Ship Repair Facility work at Pandu, Guwahati				
SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in two (2) parts – Techno-commercial & Price (Password protected)			
2.	Works completion as per yards schedule			
3.	Validity of offer – Three (3) months			
4.	Payment Terms			
5.	Contractor to provide minimum wage structure as prescribed by Central Govt.			
6.	The Prices offered should remain firm till the completion of contract, in case the purchase order is placed with you.			
7.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
8.	L.D. payable as per relevant Clause in the General terms of enquiry.			
9.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
10.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
11.	Self-attested copy of PAN Card, GST, ESI, EPF and MSME/NSIC registration certificate.			
12.	SD/ Defect Liability Period / Warranty/ Guarantee.			
13.	Confirm all other terms and conditions of enquiry are acceptable.			
14.	Vendor and NEFT details to be submitted as per Annexure			
15.	List of Deviations to be submitted as per Annexure			
16.	Duly filled (as applicable) Signed and stamped copy of Annexures			
17.	You have read & understood all the Terms & Conditions of the tender.			
18.	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			
19.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata, India.			