



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



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

## NOTICE INVITING TENDER

Services of Mobile Crane, Fork Lift (3T), Hydra of 14T(along with driver / operator & Helper) for Caisson Gate project at CKSRU, NSD Dock, Kolkata

Password protected quotations in the prescribed format are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced contractors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Supply, General Terms and Conditions and Special Terms attached.

Tender No. & date	HCSL/OPS/SB/TEN/2026/100 dated 16.05.2026
Scope of Supply / Work	Services of Mobile Crane, Fork Lift (3T), Hydra of 14T(along with driver / operator & Helper) for Caisson Gate project at CKSRU, NSD Dock, Kolkata (Detailed specification is enclosed separately) For a duration of 03 Months.
Type of Tender	<b>Open Tender - Two Bid (Email Mode)</b> (Price Bid Password Protected)
Cost of Tender	Nil
Earnest Money to be deposit	Rs. 54,000/- (Fifty Four Thousand)
Last date & time of receipt of tender	25.05.2026 at 1600 Hrs.
Date & time of opening of technical bid	25.05.2026 at 1630 Hrs.
Work duration	After award of WO, Deployment will be upon intimation by Yard Production (With 05 days' notice for positioning) - Work duration 03 Month. - Extendable for another 03 Months as per requirement.
Officer - in - Charge	Name: Vijay Singh Designation: Manager (SC&C) Email: <a href="mailto:vijay.singh@hooghlycsl.com">vijay.singh@hooghlycsl.com</a> Phone No: +91 86870 69271



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

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

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

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

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

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

**Hooghly Cochin Shipyard Limited**

**Minimum Qualification Criteria For Participating In The Tender Will Be As Follows**

1.1. The Bidder shall be a single firm having experience in providing Mobile Cranes / Hydra / Forklifts Services for shipyards or heavy industries.

1.2. Experience as bidder in the successful under execution / completion of similar scope of work in preceding 3 years. (Satisfactory completion certificate and Work-order /Purchase Order from the Client for work done should be submitted along with bid). Vendor should have completed and submit the details of work experience in preceding 03 FY years (2023-24, 2024-25, 2025-26) Experience within the past 3 years ending last day of month previous to one in which applications are invited are only considered i.e. from 01.04.2023 to 30.04.2026 of similar works as part of Pre-Qualification requirement, minimum order value as per below requirement:

One order of value 14 lacs, or  
Two orders of value 9 lacs each, or  
Three orders for 7 lacs each.

Similar work means “the experience of successfully completed or under execution / progress similar works (as per clause 1.1 above).

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

1.4. The executed project shall comprise of comparable nature to that of providing Mobile Crane Services. If the experience claimed by the bidder is of no relevance with respect to Mobile Crane Services, then such experience will not be considered for pre-qualification. Decision taken by Hooghly-CSL in this regard will be final.

1.5. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL/HCSL or by any of the Public Sector Undertaking or Government department etc.

1.6. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years, FY (2022-23, 2023-24, 2024-25) should be submitted. **Net worth of the bidder must be positive as per the latest balance sheet. (MSE/NSIC may get exemptions as per prevailing Govt. norms).**

1.7. The average annual turnover of the bidder should be at least Rs. 9 lakhs during the last three preceding FY years (2022-23, 2023-24, 2024-25).

1.8. The Tenderer should enclose copy of statutory documents PAN, GST registration certificate, Income tax returns for last three FY (2022-23, 2023-24, 2024-25).

**Hooghly Cochin Shipyard Ltd.**

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## **A. SCOPE OF WORK**

### 1. Hiring of Services for Caisson gate Projects at CKSRU, NSD, Kolkata.

Sl. No.	Description	Qty.	Duration
i	Hiring of Tyre Mounted Mobile Crane of Capacity 03T at a lifting radius of 20 m along with Operator, One rigger, one Helper for 03 months.	1	03 Months
ii	Hiring of Fork Lift (3T) with operator for 03 months.	1	03 Months
iii	Hiring of Hydra of 14T lifting Capacity with Operator and Helper for 03 months.	1	03 Months
iv	Hiring of Trailer requirement for Transportation of Items To/from Hooghly CSL to CKSRU - 08 Trips (Each trip either from HCSL to CKSRU or from CKSRU to HCSL).	1	08 Trips

2. Vehicles / Equipment's should be registered in the last seven years and should be under well ***maintained*** condition

3. Deployment is for duration of 03 months and further extendable to another three months, as per requirement as per rate and terms and conditions established under this contract.

4. Unit Rates (per Day) will be finalized as per Price bid for a period of 01 Month. **If L1 bidder / engaged contractor is not able to provide the crane, yard can engage any of the techno-commercially qualified Contractors for supply of subject Crane upon acceptance of L1 rates.**

5. Deployment is extendable for another three month upon approval of Competent Authority (without escalation) as per same terms and conditions under subject tender.

6. Five (05) days prior intimation shall be given by officer in charge of Hooghly-CSL.

7. Counter weights and shifting of counter weights, and readiness for start of work, is in scope of contractor. Trailer for shifting of Loads, if required, will be in scope of contractor. No assistance will be provided by HCSL / CKSRU in this regard.

8. Diesel etc will be provided by Contractor for operations for subject Works.

9. All necessary manpower, lifting gears, wire slings, lifting belts, D shackles, spares and maintenance contractor scope (should have valid certificate).

#### 10. Methodology of Hiring

- i. Hiring shall be done for a period of 03 month with a provision to extend for another 3 Months at the same rate terms and conditions on mutual agreement basis.
- ii. If the project requirement is not there and production intends to release the crane, in that case the 7 days notice period will be given and payment upto last day of engagement on Mandays basis will be made.
- iii. The vehicles / equipments should be available for use on all days except National Holidays and other closed holidays CKSRU Kolkata. An approximate usage of 26 days in a month is estimated.
- iv. Normal working hours shall be 09 hours per day from 08:30 hrs to 17:30 hrs including lunch break however the timing may vary depending upon site requirements and the crane may be required at any time of the day.
- v. In case of usage beyond normal working hours and on holidays, fixed overtime rates will be applicable for the duration of use in hours. Overtime charges per hour shall be calculated as  $(\text{monthly charge}/26) / 09$  and will be paid at actuals on pro rata basis.
- vi. Services requirement given is tentative and duration / requirement may change and will be as per actual deputation requirement. Confirmation will be given by yard by the time of PO / deputation of services.

11. Bidder to visit site and submit site visit slip placed at Annexure.

12. Bidder to submit the proposed vehicle / equipment model and details.

#### **B. Terms and conditions**

1. After issue of LOI/work order. Services with operators shall be required upon request by Yard Production, Mobile Crane to be positioned within 5 days of intimation.
2. All vehicles / equipments are to be deployed at NSD Dock, CKSRU, Kolkata.
3. Vehicles / Equipments should have all mandatory valid and proper documents. All statutory conditions to be fulfilled by firm at their cost.
4. Documents related to statutory requirements such as registration certificate of the equipment, load testing certificate of equipment, license of operation (s), pollution control related requirements shall be submitted before deploying the equipment at site.
5. The vehicles / equipment's should have a load indicator with alarm (overload / if applicable) and tripping arrangement. Calibration certificate of Load indicator has to be submitted from the authorized agencies.

6. Based on Shipyard's requirement, the firm should be in a position to arrange additional cranes on call basis.
7. The firm should maintain a log sheet and shall record the usage of mobile crane on a daily basis and should get the same certified by HCSL officer in charge or HCSL representative.
8. Mobile crane to be positioned with operator at CKSRU as per timings stipulated by officer in charge. Mobile crane while reporting at site in good condition for meeting the day's work. The hire charges shall apply from the time when the mobile crane with operator satisfying conditions of this contract, reaches HCSL premises.
9. Mobile crane shall be utilised at berths or inside/outside the yard / slipway / dry dock for ship yard purposes.
10. In case of breakdown or any other blockage due to the failure of mobile crane that may occur during work, the firm shall provide alternate mobile crane immediately at their cost. If the firm fails on this, HCSL has the right to engage other mobile crane and the cost incurred shall be borne by the firm. Further in case of non-availability of mobile crane on a particular day due to any reasons, no payment will be made.
11. No work No Pay is applicable if crane operator is absent or Crane is under maintenance / shut down for the day.
12. Alternate arrangement if Crane operator / helper are not reporting to site has to be provided by the contractor.
13. Operator, rigger and helper should hold a valid license issued by the statutory/licensing authority and should have a minimum experience of 03 years in any industry and should be covered under EPF, ESI/Employees Compensation Policy. The age of the operator should be below 60 years.
14. Quote should be as per the rate format at Annexure and should include all operational cost, consumables cost, loading and unloading, transportation, mobilization, demobilization, oil, spare cost, salaries etc. GST should be indicated separately and shall be paid extra as per govt. rules.
15. Food, accommodation and other facilities for the operator and helper shall be vendor's scope.
16. Speed limit within CKSRU premises is Max. 10 Km/Hr.
17. Vehicles / equipments should be in good condition and safe to operate. HCSL has the right to reject the mobile crane if it is found to be not in good condition.
18. HCSL will not take any responsibility for any liabilities caused by the firm in respect of the mobile crane tax, insurance, road permit, accident, penalties by authorities etc. or will not compensate part or full whatever may be the reasons.
19. HCSL reserves the right to short close the contract if the requirement of the equipment does not exist due to any circumstances include Force Majeure events with

the hiring charges payable upto the last day of use.

20. HCSL reserves the full right to change the work scope/amend the work scope according to the site condition.

21. Vendor details to be submitted along with the technical bid as per Annexure.

22. The firm should not subcontract the work or part of the work to any other agency if awarded the contract.

23. Bid should be valid for a period of 90 days from the last date of submission of tender.

**24. Contractor scope includes 4 in nos. Plate to be brought with mobile crane for placing under jack lift. And helper for counter weight handling (as required). Any other work or supply, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the contractor without any additional charge.**

**A. Entry and Exit of personnel**

1. Entry/exit passes for the personnel to work inside HCSL shall be arranged by the agency after completing necessary formalities without any additional cost.

2. Mobile crane operator are required to produce a valid police clearance certificate to avail gate passes for entering HCSL premises.

**B. General conditions**

1. All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.

2. The bidders are expected to familiarize themselves about labour situation, wages and benefits applicable to labourers, working hours etc. prior to quoting. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.

3. All relevant clauses of general conditions of contract prevalent in HCSL will be applicable to this contract also. HSE guidelines issued by HCSL from time to time shall be followed by the firm.

4. The contract shall be on a principal to principal basis and it will not create any employer, employee relationship between HCSL and the firm or its employees/personnel. This contract shall also not be deemed to create any partnership, joint venture or any association between HCSL and the firm.

5. The contractor or the employee engaged by the contractor are strictly banned from use of any kind of Narcotics drugs/Alcohol/smoking etc. inside HCSL premises and any illegal activity by the work men should be reported to the Officer-in-Charge without

delay and the contractor shall remove such persons from Yard premises.

6. HCSL reserves the right to award the contract to one or more firms or may split the scope of work, depending upon the actual necessity, as deemed fit.

7. HCSL reserves the right to reject any or all the offers without assigning any reason whatsoever.

8. The acceptance of a tender will rest with AGM (P&P) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.

9. HCSL reserves the right to terminate the contract at short notice (05 days' notice period) in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by HCSL on this account.

**Hooghly Cochin Shipyard Ltd**



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



**Annexure - 2**

## **TERMS & CONDITIONS OF ENQUIRY**

### **1. DESCRIPTION OF WORK**

- 1.1. This tender enquiry pertains to the awarding of work for “Services of Mobile Crane, Fork Lift (3T), Hydra of 14T(along with driver / operator & helper) for Project requirements at NSD Dock, CKSRU, Kolkata. Duration of the contract is initially for 03 months and is further extendable for another three months at same rate, Terms & Conditions, if required.
- 1.2. Bidders are requested to study the scope of work before submitting their offer. Clarification, if any, required may be obtained from the concerned officer in charge before quoting.

### **2. METHOD OF AWARDING CONTRACT**

- 2.1. The L1 bidder shall be determined (on total amount for all services excl. GST) post opening of the price bids of the Bidders qualifying the techno-Commercial conditions.
- 2.2. If L1 bidder / engaged contractor is not able to provide the crane, yard can engage any of the techno-commercially qualified Contractors upon acceptance of L1 rates.
- 2.3. HCSL reserves right to reduce/ increase the percentage work or cancel the order based on the performance of work undertaking firms at site.
- 2.4. HCSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on HCSL requirement. The decision of HCSL regarding the same shall be final and conclusive.

### **3. WORK COMPLETION SCHEDULE / WORK DURATION**

- Deputation within 05 days of intimation.
- Work duration Deployment will be 03 months (with further extension for another 03 months).
- If the project requirement is not there and production intends to release the crane, in that case the 7 days notice period will be given and payment upto last day of engagement on Mandays basis will be made.

3.1. The Contractor should ensure Deployment of sufficient skilled manpower to execute / complete the works within the stipulated time period.

3.2. Yard has the right to change the schedules of the project in the interests of the company



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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

and the firm should be capable of adjusting the resources according to the instructions from the yard contact person.

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

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

#### **4. PLACE OF WORK**

CSL-Kolkata Ship Repair Unit (CKSRU)  
9 No, Netaji Subhas Dock,  
Garden Reach Road, Kolkata, West Bengal 700024

#### **5. TAXES & DUTIES**

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

- Applicable rate of GST/SAC Code
- Firms GST Reg. NO.
- Service accounting code (SAC) as prescribed by statutory authorities

6. **RATES:** Rates are to be quoted in the Price Bid Format. The offer shall be valid for minimum of 3 months from the bid opening date.

#### **7. VALIDITY OF CONTRACT**

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

#### **8. HCSL TERMS OF PAYMENT:**

8.1. Payment shall be made as per following details:

- Payment shall be on monthly basis by NEFT to the account of the firm within 30days from the date of submission of invoice in triplicate supported by work completion certificate / attendance log book (as per actual measurement basis) duly certified by officer in charge of HCSL and ESI/EPF remittance documents in respect of crane operator and helper engaged for work. In case ESI/EPF remittance documents are not submitted with invoice, reasons thereof to be submitted. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of HCSL.

- Following documents to be submitted along with the invoice payment.

- a) **Work completion certificate/attendance log book for the month duly certified by the officer in charge.**

b) Documents related to remittance of ESI, EPF and payment of salary if necessary.

8.2. Payment shall be made on the basis of certification by HCSL officer in-charge. Vendor shall submit work completion certificate issued by HCSL authority.

8.3. No deviation in payment terms are acceptable.

8.4. In case milestone for stage payment is not achieved, for reasons not attributable to contractor / site clearance not issued by HCSL, payment can be considered on case to case basis, at HCSL discretion, based on actual measurement basis (for completed work, certified by execution department of HCSL).

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

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

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

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

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

## 9. **GROWTH OF WORK:**

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

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

**A.** The following benefits are extended for all the firms who are registered with district industries center and come under the category of **Micro and Small** Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSE's orders, 2012, all MSE bidders are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.

- Tender Forms Shall Be Issued Free of Cost.
- Payment of earnest money deposit (EMD) is exempted.

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

Waiver of security deposit (SD) for the performance of the contract (5% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate.

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

D. MSE's quoting price band L1 + 15% (in the ascending order) may be awarded complete work, considering spirit of policy for enhancing the government procurement from MSE's.

E. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

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

- a) Cost of Tender: Nil
- b) Tenderers shall deposit an amount of **Rs. 54,000/- (Rupees Fifty-Four Thousand Only)** as Earnest Money Deposit (EMD) along with the tender.
- c) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favor of 'Hooghly Cochin Shipyard Ltd. payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -

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

- d) 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.
- e) 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.
- f) EMD of the successful bidder will be refunded after remittance of the security deposit.
- g) 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.

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

## 12. SECURITY DEPOSIT

The successful tenderer shall remit 3% of the value of the contract as security deposit within 07 days of receipt of the work order. This amount after adjusting the EMD may be remitted by way of demand draft or bank guarantee (in approved proforma of HCSL) from any of the scheduled banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract and on certification of nil liability to HCSL by Officer-in charge. Submission of Performance Security is not necessary for a contract value upto Rupees 20 (twenty) lakh.

### **13. LIQUIDATED DAMAGE**

In case of delay in positioning Crane beyond the stipulated period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price of the contract value subject to a maximum of 10% of the total basic price of the contract value (Total basic price is the order value excluding freight, taxes, other charges etc.). Further GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Risk Purchase clause.

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

### **15. TERMINATION & LIMITATION OF LIABILITY**

- a. This contract may be terminated upon the occurrence of any of the following events.
  - i. By agreement in writing of the parties hereto;
  - ii. By the non-defaulting party, upon default by the other party, of any clauses of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting in party.
  - iii. By the other party, upon either parties:
    - (i) Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
    - (ii) Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
    - (iii) Ceasing to do business for any reason.
  - iv. In cases where maximum limit of LD is reached and still the items are not delivered/ work is not completed.
  - v. For fraud and corruption or other unacceptable practices.

- vi. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.
- b. HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e. '7 days' notice period. HCSL shall be entitled to compensation for the loss limited to the order value.
- c. Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered /work done as per the payment milestones.

## **16. RISK PURCHASE:**

If the contractor fails to commence the work in time, as per the terms in work order or violate any other terms & conditions of work order or If the firm's performance is found not satisfactory with regard to the progress of work, quality, and time factor, labour dispute with their workers, poor safety record, HCSL shall have the following rights:

- a. To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any.
- b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL.
- c. Risk Purchase

To initiate work completion from alternate source at the risk and cost of the contractor. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.

## **17. POWER OF ATTORNEY**

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

**17.2.** The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney (Annexure 11) 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.

## **18. ARBITRATIONS**

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

18.2. 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 here to. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.

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

## **19. LABOUR LAW & REGULATIONS**

**(Time to time amendments by Govt. to be strictly followed)**

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

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

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

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

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

19.6 If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, HCSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by HCSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by HCSL.

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

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

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

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

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

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

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

## **20. SAFETY OF PERSONNEL AND FIRST AID**

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

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

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

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

## **21. IMS GUIDELINES**

21.1 HCSL implemented an Integrated Management System (IMS) consisting of Environmental Management system (EMS), Occupational Health and Safety Management System (OHSMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of HCSL.

21.1.1. Preventing occupational ill health and injuries.

21.1.2. Ensuring safe work sites.

21.1.3. Handling and disposal of Hazardous wastes safely.

21.1.4. Complying with statutory & regulatory and other requirements.

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

## **22. ELECTRICITY RULES & REGULATION**

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

## **23. SUB CONTRACTING AND ASSIGNMENT**

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

23.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order/ Work Order.

## **24. STATUTORY CONDITIONS AND LABOR LAWS**

- a. The firm must comply with statutory requirements, like ESI/EPF etc., and other labor laws/regulations in force and as amended from time to time.
- b. Under no circumstances HCSL will be responsible for any statutory compliance related to Labor, Central/State Government if any.

## **25. INDEMNITY**

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

- a. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or

b. Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

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

## **26. OVERWRITING & CORRECTIONS**

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

## **27. SECRECY & RESTRICTION ON INFORMATION TO MEDIA**

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

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

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

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

**Hooghly Cochin Shipyard**

## SPECIAL TERMS & CONDITIONS (TWO-BID SYSTEM)

### 1. MODE OF SUBMISSION OF TENDERS:

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

[vijay.singh@hooghlycsl.com](mailto:vijay.singh@hooghlycsl.com) / [Rakeshkr.sagar@hooghlycsl.com](mailto:Rakeshkr.sagar@hooghlycsl.com)

- While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable **be treated as spam, not always necessary-**  
*info, support, admin, sales, customer support, helpdesk, mail, mail admin, billing, hello, careers.*

### 2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:

- a. Stamped and signed copy of all pages of **tender document and corrigenda (if any)** with all supporting documents (as applicable);
- b. **Signed Copy of un-priced Price bid (Annexure) (Price bid without price & with percentage of taxes & duties and details like "quoted/Nil/included" need to be mentioned for each line item.)**
- c. Signed and stamped copy of Technical Specification / Scope of Work as per **Annexure 1** with supporting documents if required
- d. Signed and stamped copy of tender terms and conditions as per **Annexures**;
- e. Checklist duly undersigned with remarks, if any applicable as per **Annexure**;
- f. List of Deviation (if Any) as per **Annexure**;
- g. **Enclosed Annexures.**

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

### 3. PRICE PART:

The price part should contain the following details:

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

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

4. **Validity:** The offer should be valid for a minimum period of **3 (Three) months** of date of tender opening.
5. HCSL reserves the right to alter, modify the scope of supply, at their discretion.
6. Un-priced bid to be submitted along with techno-commercial part (Part – I – Techno-commercial Bid) with details like percentage of taxes & duties applicable & details like “quoted/nil/included” to be mentioned for each line item as per Annexure-6.
7. Tenders should be submitted through E-mail only. No hard copy of the tender documents will not be accepted and may subject to rejection of the bid as a whole by the HCSL authority.
8. **Price part should be submitted exactly in the Price Format as provided Annexure.** Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
9. Unprotected Price Bids/ Price Bids which are not password protected will be subject to rejection/disqualification of bid and HCSL as a whole reserves the right to cancel out such bids.
10. Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
11. The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. *Tenderers shall not be allowed to attend the Techno commercial bid opening.*
12. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
13. The bidder shall be deemed to have carefully examined the scope of work, technical specifications, general & special terms and conditions, and other necessities mentioned in the tender and have to satisfied himself as to the nature and character of the works to be carried out, the site conditions and all relevant matters & details.
14. Bidder should make sure that they comply with all the techno-commercial details in additional to adhere to all technical specifications during the whole process (i.e. Starting from bid submission to carry out scope of work as per work agreements and as applicable) and provide necessary MSE/NSIC Certificates to avail exemptions, if applicable.
15. Participants/Vendors are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and HCSL, before submitting your offer.
16. If any case of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender, failing which it will be presumed that all the terms and conditions are acceptable.

17. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
18. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).
19. After scrutinization of documents (Part – I) provided by the bidders, and after successful techno-commercial qualification, bidders will be contacted prior to opening of price bid. Passwords will be asked before opening of price bid. Authorized representor is required during the opening of price bid.
20. The bidders are advised to familiarize themselves with the site conditions before quoting.
21. After submission of tender, no unsolicited correspondence will be entertained.
22. 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.
23. All applicable taxes, duties, transportation, delivery, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
24. Tenders are to be submitted in password protected email and should reach HCSL on or before the last date and time for submission of tender. Email address for submission of tender is [vijay.singh@hooghlycsl.com](mailto:vijay.singh@hooghlycsl.com) with a copy to [rakeshkr.sagar@hooghlycsl.com](mailto:rakeshkr.sagar@hooghlycsl.com) . Bidder should make sure that they get an acknowledgement by return mail after submission of tender. HCSL shall not be responsible for non-receipt of e mail sent by the firm.
25. Bid is to be submitted with password protection in the rate format provided at annexure II.
26. The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
27. Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
28. All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
29. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously and HCSL has the right to reject the offer if required.

**Hooghly Cochin Shipyard Limited.**

**PRICE BID FORMAT**

Sl. No	Description	Qty. (A)	UoM	Rate / Month (INR) (B)	Total Amount (A) x (B)
i	Hiring of Tyre Mounted Mobile Crane of Capacity 03T at a lifting radius of 20 m along with Operator, One rigger, one Helper for 03 months.	1	03 Months		
ii	Hiring of Fork Lift (3T) with operator for 03 months.	1	03 Months		
iii	Hiring of Hydra of 14T lifting Capacity with Operator and Helper for 03 months.	1	03 Months		
iv	Hiring of Trailer requirement for Transportation of Items To/from Hooghly CSL to CKSRU - 08 Trips (Each trip either from HCSL to CKSRU or from CKSRU to HCSL).	1	08 Trips		
	Total Amount (Without GST)				
	GST Value				
	Total Amount With GST				

Grand Total Amount (in words) Rupees.....

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

Signature of authorized personnel:

Name of firm or authorized signatory:

Designation:

Address:

Contact no.

**Note:**

1. **Overtime:** In case of usage beyond normal working hours and on holidays, fixed overtime rates will be applicable for the duration of use in hours. Overtime charges per hour shall be calculated as (monthly charge/26) / 09 and will be paid at actuals on pro rata basis.
2. L1 Bidder will be decided based on Total Amount without considering Taxes.
3. The quoted price will be valid for a period of 3 (three) months.
4. Quoting for all serials is mandatory. Partially quoting for few serials shall result in rejection of the bid.
5. Rate agreed upon as per quotation shall remain firm and fixed till conclusion of contract.
6. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
7. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.



**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.....address:.....  
.....

Visited the site on .....and understood the work completely related to the  
**Requirement of Tyre Mounted Mobile Cranes at CKSRU.**

Signature of HCSL Official

Stamp and Signature of the representative of the firm

**Bidder to submit the proposed crane model details and supporting documents:**

.....  
.....

TECHNO-COMMERCIAL CHECK LIST				
Hiring services of Mobile Crane / Hydra / Forklift (along with driver / operator) for Caisson Gate project at CKSRU Kolkata				
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			
6.	The Prices offered should remain firm till the completion of contract, in case the purchase order is placed with you.			
7.	A copy of price offer without price to be included in the techno- commercial offer. Please confirm			
8.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
9.	L.D. payable as per relevant Clause in the General terms of enquiry.			
10.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
11.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
12.	Self-attested copy of PAN Card, GST, ESI, EPF and MSME/NSIC registration certificate .			
13.	Security deposit / bank guarantee of 3% of total order value to be submitted			
14.	Confirm all other terms and conditions of enquiry are acceptable.			
15.	Vendor and NEFT details to be submitted as per Annexures			
16.	List of Deviations to be submitted as per Annexure 10			
17.	Duly filled (as applicable) Signed and stamped copy of Annexures			
18.	Bidder to submit proposed crane model details and supporting documents.			
19.	Site Visit Slip			



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



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

## Annexure -8

### Vendor details (to be submitted along with TECHNICAL BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No	
4	E-mail address:	
5	Names of the contact person & Designation: (of person in connection with this tender) :	1) 2) 3)
6	Type of Entity-Pro praetorship/Partnership firm/company/NSIC/MSE Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	Cost of Tender Details (DD No. Name of Bank)	
8	EMD Details (DD No. Name of Bank)	
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	Whether the agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any govt. autonomous bodies/organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (Please tick as applicable) If yes, please furnish details on a separate sheet



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

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

**Place:**

**Date:**

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

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

**Designation:**





Compliance statement- List of Deviations		<b>PAGE 1 OF 1</b>	
<b>Tender Name:</b> Hiring services of Mobile Crane / Hydra / Forklift (along with driver / operator) for Caisson Gate project at CKSRU Kolkata.			
TENDER NO:		DATE:	
We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. ----- dated -----, except for the deviations listed below:			
<b>LIST OF DEVIATIONS</b>			
Sl. No.	Description / Tender Reference	Reasons for Deviation	
Name of tenderer: Date: _____ Name & Designation _____ Seal & _____ Signature _____  (Company Seal)			

**POWER OF ATTORNEY**

*(On Applicant's Letter head)*

(Date and Reference)

To

The Assistant General Manager

Hooghly Cochin Shipyard  
Limited

Nazirgunge, Howrah-  
711109, West Bengal.

**Subject: Power of Attorney**

Mr. / Mrs. / Ms..... (Name of the  
Person(s), domiciled at  
..... (A  
ddress),

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

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

For.....

(Name & designation)

(Company Seal)

**Bank guarantee in lieu of security deposit/  
Warranty guarantee**

To

HOOGHLY COCHIN SHIPYARD LTD

(Govt. of India Enterprise)

Satyen Bose Road,

Danesh SK Lane (PO),

Nazirgunge, Howrah,

West Bengal - 711109.

WHEREAS ..... (Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....No.....Dated:.....to execute ..... (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **HOOGHLY COCHIN SHIPYARD LTD** (The Buyer – hereinafter called "**HCSL**") in the said contract that the Supplier shall furnish **HCSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

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

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

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

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

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

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

**Notwithstanding** anything contained herein:

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

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

Yours truly,

Signature and seal of the guarantor:.....

Name of Bank:.....

Address:.....Date:.....

<sup>[1]</sup>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.

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

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.

2. If HCSL finds that, we have been blacklisted/ debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

Seal:

Date: .....

Place: .....

**Form of Legal Case** (Sample Format)

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

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

- If no Cases pending please mention as “NIL” and submit the above form.

**SIGNATURE OF BIDDER**