



Tender No: HCSL/OPS/SB/TEN/217/2023-24

Dated 09.02.2024

TENDER NOTICE

Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned supply, 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/217/2023-24 dated 09.02.2024
Scope of Supply	Procurement of Aluminium Pipe and Sleeves for building 6nos Hybrid Catamaran Vessels for IWAI (Detailed specification is enclosed separately).
Type of Tender	Two Bid (Email Tender)
Cost of tender form	NA
Earnest Money Deposit (EMD)	Rs. 5,200/- (Rupees Five Thousand Two Hundred only)
Last date & time of receipt of tender	19.02.2024 at 15:00 Hrs. (10 Days)
Date & time of opening of technical bid	19.02.2024 at 15:30 Hrs. (10 Days)
Tenure of contract	Within 20 Days (from the date of issuance of Purchase Order).
Officer - in - Charge	Name: Siva Prasad S P Designation: Manager Email: sivaprasad.sp@hooghlycsl.com Phone No: 9487017033 Name: Arun M Y Designation: Deputy Manager Email: arun.my@hooghlycsl.com Phone No: 9486396216

Tender reference should be clearly indicated on the subject of the Email.

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 Deputy General Manager (Projects & Operations), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. **Tender to be submitted by email only.**

Signature and Seal of the Bidder(s)

For Hooghly Cochin Shipyard Limited



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Signature and Seal of the Bidder(s)

For Hooghly Cochin Shipyard Limited



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

- i. Successful experience as material supplier in the successful completion of **one (1)** similar material supply of nature and complexity comparable to the proposed material within the last **5 years** from the date of issue of tender document. The value of the Supply of material should not be less than **Rs. 2.29 Lakhs** (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of **two (2)** similar material supplies of nature and complexity comparable to the proposed material supply within the last **5 years** from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 1.43 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of **three (3)** similar material supplies of nature and complexity comparable to the proposed material supply within the last **5 years** from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 1.14 Lakhs** (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Similar Supply means: Supply of marine grade Aluminium- Pipes/ /Plates/Sleeves for State/Central Govt., Shipyards, MNCs, Heavy Industries or similar large-scale industries etc. within the respective years ending last day of month previous to one in which applications are invited.

- i. The average Annual Turnover of the bidder should be more than **Rs. 1.43 lakhs** during the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification).
- ii. The Tenderer should enclose copy of Trade License, PAN, GST registration certificate, Income tax returns for last three FY.
- iii. Offers from joint ventures/consortium will not be accepted.
- iv. Net worth of the bidder must be positive as per the latest balance sheet.

The tender documents can be downloaded from HCSL Website www.hooghlycsl.com, CSL website 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.hooghlysl.com, www.cochinshipyard.in or <http://www.eprocure.gov.in>. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

Tender administration: Tender procedure/administration/evaluation including correspondences 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.

Sd/-

For Hooghly Cochin Shipyard Limited

TECHNICAL SPECIFICATION

1. SCOPE OF SUPPLY

1.1 Supply of ship building quality Aluminium Pipe of grade 6082 T6 and Aluminium Sleeves as per the table below.

2. QUANTITY REQUIREMENT TABLE

Sl. No.	Description	Qty
1	Aluminium Pipes – 50NB SCH 40(Grade 6082-T6)	150 M
2	Sleeve – 100NB SCH 40 (equivalent for Aluminium grade 5083) <i>Note: Item required Type approval</i>	84 Nos.

1. Aluminium Pipes – 50NB SCH 40 (Grade 6082-T6)

1. The offer shall clearly specify the exact size of aluminium items, thickness, grade and quantity (in meter) being offered against each line item specified in the quantity requirement table **WITHOUT ANY TOLERANCE**.

2. Density factor considered is 2.7 t/m³ (approx.)

3. Original Mill Test Certificate to be produced during Material delivery.

4. SURFACE CONDITION: Material supplied shall be free from rusting, pitting and should have its mill scale intact.

5. IDENTIFICATION

7.1 Each item shall have the following minimum marking:

A	Identification Marking	Manufacturer's name or trademark, heat number/ cast number, grade, size of item and thickness.
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2. 100NB SCH 40 Sleeve (equivalent for Aluminium grade 5083)

Specification

a. Bulkhead pipe sleeve to be supplied as per specification, i.e, 100NB SCH40, which is to be welded in bulkhead of Aluminium Grade-5083 (Fire class as considered is A60)

b. The offered sleeve shall be suitable for welding to the bulkhead material.

e. Notwithstanding any errors/omissions in this specification, the bidder shall furnish all data of the system and accessories needed for detailed design by the yard and shall also include all items required for the safe and normal operation of the complete system.

Documents / Certificates to be supplied with each item

- a) Type approval certificate for the items from classification society - IRS/LR/DNV/ABS
- b) Maker's test & conformity certificate
- c) Detailed Packing list
- d) Instruction/Installation manuals.

Price Bid Format**For** Aluminium Pipe of grade 6082 T6 and Aluminium Sleeves

Sl. No	Description	Qty	Unit of Measurement	Per Unit Rate (RS.)	Total Amount (RS.)
1	Aluminium Pipes – 50NB SCH 40(Grade 6082-T6)	150	M		
2	Sleeve – 100NB SCH 40 (equivalent for Aluminium grade 5083) <i>Note: Item required Type approval</i>	84	Nos.		
A	Total Amount				
Total Landed Cost (excluding GST)					
Total Landed Cost (excluding GST) in words					
B	GST		GST @		
Total Landed Cost (including GST @ 18%)					

NOTE:

1. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
2. Order processing will be done on overall L1 basis.
3. The tendered materials are required to be delivered within 20 days from PO date. Considering the criticality of item, delivery period will be a deciding factor while finalizing the tender.
4. Material Test Certificate/other certificates as mentioned in purchase technical specification of this tender to be submitted along with material supply.
5. Documents specified in the purchase technical specification of the tender shall be submitted along with the offer.

6. Quotation for all line items are mandatory. Rate should be quoted considering entire Scope of Work and Technical Specification. Partially quoting for few line items shall result in rejection of the bid.
7. The quoted price shall be inclusive of transportation, insurance, packing, etc.,
8. Delivery to be made at HCSL, Nazirgunge Unit stores on FOR basis.
9. Incomplete/ambiguous offers are likely to be rejected.

Seal & Sign of the Bidder

General Terms & Conditions

SL NO	Description	Compliance by Supplier (YES/NO) In case of non-compliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 4) should be submitted along with part-1 techno commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	
4	SPECIFICATIONS: - a) Manufacturer's name, trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	
	b) Materials offered shall conform to HCSL specifications and drawings.	
5	Packing materials should be eco-friendly.	
6	Supplier should follow the statutory requirements of product offered.	
7	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
8	Taxes and duties, if any, payable extra, are to be indicated in the price part for single bid and in techno commercial part and price part, in the case of 2 bid tender.	
9	<u>MSEs, Startups and Make in India</u> Local Suppliers (Make In India), MSE firms and Startups will be eligible for various Relaxation in pre-qualification criteria and other Benefits as per orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxations in pre-qualification criteria as published at M/s Cochin Shipyard Limited (HCSL is a wholly owned subsidiary of CSL) website (www.cochinshipyard.com) under the Tenders tab, for further reference.	

10	<u>PAYMENT TERMS :</u>	
	a) HCSL payment term is 100% within 30 days of receipt and acceptance of all materials at HCSL stores after inspection.	
	b) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India (in applicable cases) to supplier's account. The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.	
	c) For deviation in Payments terms from HCSL standard, if any, aforesaid interest will be loaded on quoted item basic prices, for tender comparison purposes.	
	d) Part payment shall be considered only if specifically agreed against partial supplies.	
11	<u>Security Deposit (SD) :</u>	
	a) The successful bidder shall remit an SD 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 3% of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list published in HCSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract and for enforcement of agreed performance guarantee as per the Guarantee clause. The PBG should be valid till completion of supplies at yard plus a grace period of 90 days. Fixed Deposit Receipt (for equivalent amount of SD/ PBG 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 Cochin Shipyard Limited, Kochi. The above SD/WBG is required or applicable when the total order value (excluding taxes and duties) is more than Rs. 20 Lakhs and above or equivalent foreign currency. In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG is not applicable in the check list, the clause 13 b shall be considered for further process.	
	b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case-to-case basis for arriving the lowest bid. However, in cases where total quoted value is less than 20 lakhs, (i.e split order etc) and the order value of entire tendered items is more than Rs 20 lakhs, the aforesaid loading will be applied on individual items in following cases. <ul style="list-style-type: none"> • The bidder has not quoted for entire tendered quantity • HCSL has technically / commercially rejected a few items in the tender 	
	c) SD, as above, to be submitted within 2 weeks of receipt of order from HCSL.	

	d) Format of PBG along with enquiry to be agreed, in general	
	e) Mode of receipt of PBG is strictly through SWIFT mode from supplier's bank to HCSL's designated bank (for overseas bidders)	
12	If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.	
	a. To cancel the order partially or full with 15 days notice and to forfeit the security deposit.	
	b.To impose tender holiday for the vendor for an appropriate period as decided by HCSL	
	c.To initiate alternate procurement action at the risk and cost of the supplier. The 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.	
13	<u>Liquidated Damage (LD):</u> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (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	<u>Guarantee:</u> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period of 18 months from date of despatch of items. Should such damage/ failure occur within the Guarantee period, supplier should immediately rectify the failure by repair/ replacement of any such part found to be under performing/ defective, at supplier's own expenses.	
	b) Further, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
15	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata/Howrah, India. Alternate dispute resolution mechanism can also considered.	

16	<p><u>Force Majeure condition:</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 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.</p>	
17	<p><u>Indian Agent:</u> a) 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.</p>	
	<p>b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished.</p>	

	<p>c) In case where an Agent participates in a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.</p>	
	<p>d) 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. If an agent submits bid on behalf of 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. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.</p>	
	<p>e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender</p>	
18	<p><u>PRICING :</u></p>	
	<p>a. Offer to be submitted generally in INR currency.</p>	

<p>b. Prices should be valid for acceptance for a period of four months from the date of tender opening.</p>	
<p>c. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notice as deemed fit.</p>	
<p>d. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.</p>	
<p>e. Unpriced bid (price bid without price) is to be submitted along with techno commercial offer in the price format, if provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, HCSL reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.</p>	
<p>f. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the</p>	
<p>tender is liable to be rejected and the same shall be intimated.</p>	
<p>g. After submission of quotation/price offer no unsolicited correspondence will be entertained.</p>	
<p>h. 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.</p>	
<p>i.</p>	
<p>i. In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.</p>	

19	<p><u>Integrity Pact:</u> 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 and to submit along with offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p>	
20	<p><u>SUB CONTRACTING AND ASSIGNMENT</u> Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>	
21	<p><u>General:</u> a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at HCSL's cost on case-to-case basis, and to include the same during evaluation of the tender.</p>	
	<p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.</p>	
	<p>c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only.</p>	
22	<p><u>Purchase Order (PO) :-</u> a. In the event supplier's offer leads to an agreement to effect supplies, a formal PO shall be issued by HCSL on the basis of agreed terms and conditions of tender.</p>	
	<p>b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 7 days. In case HCSL doesn't receive the above, it will be deemed as accepted.</p>	
23	<p><u>SUPPLY:-</u> a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items /those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. The customs clearance charges of above shall be to supplier account.</p>	
	<p>b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by HCSL/ vessel owner with all expenses to supplier account.</p>	

	<p>c) Defective items, if any, after receipt shall be sent back on cost, carriage handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. The tenderer, shall replace all or part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.</p>	
	<p>d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods</p>	
24	<p>HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.</p>	

Sd/-
For Hooghly Cochin Shipyard Limited

Tender condition - Preference to Make in India	
A	<p>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 04.06.2020 and as amended from time to time shall be applicable as per below</p>
1	<p>In the procurement of all goods/services/works in respect of which there is sufficient local capacity/ local competition, only Class-I Local suppliers shall be eligible to bid irrespective of purchase value</p>
2	<p>In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs200.0 Crores, only Class-I local suppliers along with Class-II local suppliers shall be eligible to bid.</p>
	<p>Purchase preferences for Class I local suppliers</p>

B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non-local supplier as per following
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.
C	Local content requirement to categorize a supplier as Class I/Class II /Non local supplier shall be as per below. Definition of local content shall be as per order dt4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.
1	Class I–Local content equal to or greater than 50%
2	Class II–Local content greater than 20%, less than 50%
3	Nonlocal–Local content less than 20%
D	Declaration of local content
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) / practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content
3	Verification of the Certificates issued by the bidder shall be carried out by HCSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs5.0 lakhs
5	Notwithstanding above , exemptions for meeting local content as per relevant Clause of order dt 04.6.2020 and as amended from time to time shall apply.

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order-Public Procurement no1 dt 23.7.2020, Order no2 dt 23.7.2020 and Order no3 dt 24.7.2020 and all amendments therein.

A	Requirement of registration
1	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 competent authority as per C below. 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 competent authority, failing which the offer will not be considered. 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 below). 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.
2	Wordings of certificate to be submitted along with tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable)
3	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting

	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 this bidder is not from such a country or If from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	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.
C	Competent authority and Procedure for registration
1	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 no1dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"Bidder from a country which shares a land border with India" for the purpose of this order means: – 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 constitution or joint venture where any member of the consortium or joint venture falls under any of the above.

3	<p>Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/Partnership /Limited Liability Partnership/Joint Venture/Trust /NGO) In case of incorporated entity—to attach certificate of incorporation</p>
	<p>Beneficial Owners –as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019–PPD dated 23rd July, 2020.Details of all beneficial owners having entitlement of more than 01 %of shares or capital or profit to be given, in the format as given in Annexure–I duly certified by practicing Chartered Account in India.</p>

SPECIAL INSTRUCTION TO BIDDER

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as **PART-I"TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected)** indicating the tender number, due date of the tender in the subject of the Mail and addressed to The Deputy General Manager (Projects & Operations), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

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

- I. Specification & Technical Literature, if any.
- II. Qualification Criteria.
- III. Other conditions, if any
- IV. Signed and stamped copy of the Tender Document including all the Annexures and Enclosures as stipulated.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- a. Price against each item.
- b. Taxes & duties as applicable shall be indicated.

Note:

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

4. 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,customersupport,helpdesk,mail,mailadmin,billing,hello,careers.

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

arun.my@hooghlycsl.com
sivaprasad.sp@hooghlycsl.com

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course.

6. The tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.
7. 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".

8. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
9. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
10. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
11. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
12. The bidder shall submit a signed & sealed copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

Sd/-
For Hooghly Cochin Shipyard Limited

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. 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.
3. Indigenous tenderers should quote prices for delivery of materials at HCSL store. **Address:** Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN - 711109). Insurance for transit shall be arranged by the vendor.
4. Bidders to note that no advance payment will be made by HCSL against work order issued.
5. Bidders can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.
6. **HCSL prefer to have delivered the Material within 20 days from date of issuance of Purchase Order. However, efforts can be taken for early delivery of the materials.**
7. **Delivery period will be a deciding factor for finalizing this tender. HCSL reserves the full right to accept/reject any offer based on the delivery period.**
8. HCSL reserves the right to alter, modify the scope of supply at their own discretion as applicable to the contract from time to time.
9. Material unloading scope at Hooghly Cochin Shipyard Ltd, Nazirgunge Unit is under HCSL Account.
10. There is no tolerance in quantity. If necessary, delivered material weight will be re verified by HCSL. Weighment measured at HCSL Weigh Bridge will be treated as Final.
11. **Cost of Tender and EMD (Earnest Money Deposit):**
 - a) Tenderers shall deposit an amount **Rs. 5,200/- (Rupees Five Thousand Two Hundred Only)** as Earnest Money Deposit (EMD) along with the tender.

b) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favour 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 -

UNION BANK OF INDIA

SHIBPPUR BRANCH

ACCOUNT NO: 756905010000104

IFSC CODE: UBIN0575691

- c) EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded.
- d) EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement.
- e) 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.
- f) The relevant documents pertaining to the EMD should be submitted along with the Techno-Commercial Offer. TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

Sd/-
For Hooghly Cochin Shipyard Limited

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity-Pro praetorship/Partnership firm/company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	Cost of Tender Details (DD No. Name of Bank)	
8	EMD Details (DD No. Name of Bank)	
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	Whether the agency has been blacklisted/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

- **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:

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

(.....)

Signature of Employee

Bank Certificate

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

Date:

Place:

(.....)

Authorized official of Bank

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE

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

WHEREAS(Name & Address of Supplier) (here in after called "**the Supplier**")
Has undertaken, in pursuance of Contract.....No.....
Dated:.....to execute..... (Name of Contract and brief
Description of works)(herein after called" **the Contract**").

AND WHEREAS it has been stipulated by **HOOGHLYCOCHIN SHIPYARD LTD** (The Buyer – here in
after 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 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)(herein after recalled "the Bank")
herebyaffirmthatweartheGuarantorandresponsibletob**HCSL**,onbehalfoftheSupplieruptoatotalof
.....(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. YoursignedstatementcertifyingthattheSupplierisinbreachofhisobligation(s)underthe Contract and there sect
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.

Anydemandforpaymentsshouldcontainyourauthorizedsignatureswhichmustbeauthorizedbyyourbankersorbyan
otarypublic.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract

or of the Works to be performed there under or of any of the Contract documents which may be made between **HCSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

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

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

Yours truly,
Signature and seal of the guarantor:.....

Name of Bank:.....

Address:.....

Date:.....

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