

# TENDER ENQUIRY FOR ADVANCED BASIC DESIGN, DETAILED DESIGN AND PRODUCTION DOCUMENTATION FOR TWO (2) OFF 80 PAX RIVER CRUISE VESSEL

Doc no: HCSL/RCV/TEN/001/DD-01/25-26

# HOOGHLY COCHIN SHIPYARD LIMITED

a wholly owned subsidiary of



Amendmen	t Record		
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0	Original Issue	A. K. MISHRA	21/08/2025

AUTORISATION			
APPROVED BY	Signature:		
	Name:	ANENTHU. S	
CHECKED BY	Signature:		
	Name:	RAKESH KUMAR SAGAR	
PREPARED BY	Signature:		
	Name:	A. K. MISHRA	

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### INTRODUCTION

- 1.1. Hooghly Cochin Shipyard Ltd (Hooghly CSL) is a wholly owned subsidiary of Cochin Shipyard Limited, Govt of India Enterprise, under ministry of Ports, Shipping and Waterways. Hooghly CSL is constructing eighty (80) pax River Cruise Vessel for a client with a stringent milestone date. The vessel would be built under certification of Indian Register of Shipping (IRS) and as per IV Act, first of a kind in India. Since the vessel would be first of its kind in India and project milestone dates are more stringent Hooghly CSL is seeking to outsource the advanced basic design, detail design including 3D modelling and production documentation for construction of 80 Pax River Cruise Vessel with certification by Indian Register of Shipping (IRS) and as per IV Act.
- 1.2. Upon thorough assessment of the firms past experience in basic design, detailed design and their adherence to other requirements mentioned in this tender document and its annexure, Hooghly CSL will make a selection to award the contract to the chosen firm. Methodology of selection of firm shall be as per Annexure A.
- 1.3. The selected firm will be responsible for undertaking the advanced basic design, detailed design and production documentation of the project in accordance with the agreed terms and conditions.
- 1.4. Hooghly CSL shall be pleased to have your lowest offer for the Scope of Work detailed in the Annexures B.
- 1.5. The selection criteria for awarding the contract will be Quality and Cost Based selection (QCBS).
- 1.6. Participation in this tender is restricted only to those firms whose primary business is ship design services.
- 1.7. Firms primarily engaged in ship building or ship repair services, irrespective of their design experience, are ineligible to participate.
- 1.8. Only firms whose core business activity is ship design services shall be considered for evaluation.
- 1.9. Hooghly CSL's decision in this matter shall be final and binding on the bidders.

### 2 INSTRUCTION TO BIDDERS

### 2.1. SUBMISSION OF TENDER

- 2.1.1. The suppliers are requested to submit their offer (online) by email only before the tender due date and time. Tender reference / number shall be clearly indicated on the subject of the email. The offer must be in two separate parts.
  - a. PART I:
    - "TECHNO-COMMERCIAL BID" containing Commercial Terms & Conditions, including unpriced bid and all supporting documents.
  - b. PART II:
    - "PRICE BID" Price bid as per Annexure C shall be **password protected**, the password shall be shared only after a request from Hooghly CSL.
  - c. The tenderer shall also submit the rates for additional works in the format attached as Annexure D. The same shall be submitted in a separate password-protected file and the password shall be shared only after a request from Hooghly CSL.

- 2.1.2. The tender submission due date shall be the same as mentioned in the Notice Inviting Tender.
- 2.1.3. ON-LINE OPENING THE "PRICE BID": Online "Part II Price Bid" shall be opened to only those techno –commercially qualified tenderers, which, in the view of the Hooghly CSL, have met the requirements of the Hooghly CSL in the "Techno-Commercial Bid (Part 1)". Price bid opening intimation will be sent only to the Techno-Commercially qualified tenderers. Hooghly CSL's decision in this regard will be final.
- 2.1.4. While submitting the bid, bidders are requested to note that the email ID starting with following words may probable be treated as spam, not always necessary: info, support, admin, sales, customer support, held desk, mail, mail admin, billing, hello, careers.
- 2.1.5. Bids shall be sent only to be email addresses as mentioned in the Notice Inviting Tender.
- 2.1.6. Post submission of tender, firm shall obtain necessary confirmation from Officer in-charge as mentioned in the Notice Inviting Tender prior to due date / time for submission of tender.

### 2.2. FRAUDULENT PRACTICES

2.2.1. The tenderer shall not be eligible to participate in this tender enquiry, where it has been determined that the tenderer is engaged in corrupt or fraudulent practices. The firms, that are blacklisted and removed from Hooghly CSL / CSL Approved Vendor / Contractor's list or with whom the business dealing has been banned, are not eligible to participate. The bid, if received, will not be considered and in this regard, the Hooghly CSL decision will be final and binding.

### 2.3. CONTENT OF TENDER DOCUMENTS

2.3.1. The tenderer is expected to carefully examine the tender documents, including instructions, forms, contract terms & conditions, and specifications. Deviations, if any, shall be specifically brought out in the offer. Failure to furnish any of the information as required or the submitted tender is not substantially responsive in every respect, may result in the rejection of its tender. Hooghly CSL's decision in this regard is final.

### 2.4. AMENDMENT OF TENDER DOCUMENTS

2.4.1. At any point of time before the tender submission date, Hooghly CSL may amend the tender document by issuing addenda. Any corrigendum thus issued shall be part of the tender document and the same shall be communicated online GeM Portal to tender, Hooghly CSL may, at its discretion, extend the last date for the submission of tenders.

### 2.5. LANGUAGE OF TENDER

2.5.1. The tender, relevant documents, and correspondence relating to the tender exchanged by the Firm and Hooghly CSL shall be in English languages only.

### 2.6. GOVERNING OF TENDER

2.6.1. Any order resulting from this tender enquiry shall be governed by all Terms & Conditions of the Tender, and the tenderer quoting against this enquiry, shall be deemed to have read and understood the same and are binding on the tenderer.

### 2.7. PERIOD OF VALIDITY OF TENDERS

2.7.1. The offer must be valid for a minimum period of ninety (90) days from the date of the tender opening. In exceptional circumstances, Hooghly CSL may request to extend the validity period for a specified additional period. In this regard, requests in writing by fax or by email shall be made to all the tenders, who have submitted their offer. The tenderer may refuse Hooghly CSL's request to extend the validity period for such an additional period &shall exercise an option to withdraw their offer. Tenderers agreeing to the request of Hooghly CSL for extending the validity of its offer, are not required or permitted to modify or submit its fresh tender.

### 2.8. CURRENCIES AND PAYMENTS

2.8.1. The rates and prices quoted by the tenderer should be in Indian Rupees only.

### 2.9. COMPLIANCE WITH COMMERCIAL TERMS

2.9.1. A statement of compliance to the Commercial terms and conditions detailed at ANNEXURE E. If the Firm is unable to meet the requirement of Commercial terms and conditions, the Firm should list the deviations separately in the offer with detailed justifications thereof, including the cost of deviation and variation/exclusion. Such deviation/ exclusion should be clearly indicated in the deviation/exclusion schedule, placed at ANNEXURE F. Techno-commercial offer, failing which, it shall be presumed that the Firm shall meet all the commercial terms and conditions specified as per tender enquiry.

### 2.10. RESPONSIVE TENDER

- 2.10.1. Before the detailed evaluation of tenders, Hooghly CSL will examine the tenders to determine for each tender whether:
  - a. It is complete;
  - b. The documents have been properly signed:
  - c. It is substantially responsive to the requirements of the tender documents.
- 2.10.2. Tenderers are to quote their prices carefully on Seller Screen in GeM Portal. The tenderer will not be allowed to make any corrections once it is submitted. Offers should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected.
- 2.10.3. No enhancement of rate for whatever cause shall be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to execute the order within the stipulated time period shall entail cancellation of the order.
- 2.10.4. Taxes and Duties (except income tax) applicable shall be indicated in the price bid, separately and the same will be paid at actuals.
- 2.10.5. The firm/ bidder winning the contract shall sign an agreement with Hooghly Cochin Shipyard Ltd. for the "Fall clause". Accordingly, during the contract period, the firm/bidder cannot offer the service/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with Hooghly CSL.
- 2.10.6. Deviation if any, in the offer submitted from that of the tender enquiry in any form should be furnished in a separate document titled as Deviation List (Annexure F) failing which it will be presumed that all the terms and conditions are acceptable.

- 2.10.7. Bidders are requested to carefully read and understand all the requirements including Quality Cost Based System (QCBS) criteria and technical requirements of the subject work.
- 2.10.8. Hooghly CSL reserves the right to reject any offer that fails to provide the requisite details and supporting documentation as stipulated in the tender documents.

### 2.11. CLARIFICATION ON "TECHNO-COMMERCIAL" BID

2.11.1. To assist in the examination, evaluation, and comparison of Part 1 "Techno–Commercial" part of the Tenders, CSL may at its discretion, seek from the tenderer individual clarification of their Tenders if so required. The request for clarification and the response shall be in writing, by mail, or by fax/e-mail, but no change in the tender's rates and prices or substance shall be sought, offered, or permitted. Any clarification required on the tender shall be addressed to the below mail ids prior to pre-bid meeting. Post pre-bid meeting no clarifications will be provided.

abhishek.mishra@cochinshipyard.in rakesh.sagar@hooghlycsl.com anenthu.s@cochinshipyard.in

# 2.12. EVALUATIONS AND COMPARISON OF TENDERS

2.12.1. Hooghly CSL will evaluate and compare only those tenders determined to be substantially responsive.

### 2.13. AWARD CRITERIA

2.13.1. Hooghly CSL will select the Firm based on QCBS (Quality and Cost Based selection) criteria, where the successful tenderer's bid is deemed substantially responsive and technically/commercially accepted.

### 2.14. HOOGHLY CSL's RIGHT TO ACCEPT OR TO REJECT ANY TENDER

- 2.14.1. Hooghly CSL reserves the right to accept or reject any tender, extend the tender opening date, and or cancel the total tender process and reject all tenders at any time prior to the award of the contract, without thereby incurring any liability to the affected Firm, any obligation to inform the affected Firm of the grounds for Hooghly CSL's action.
- 2.14.2. The firm shall not be eligible to participate, where it has been established to have engaged in corrupt or fraudulent practices.
- 2.14.3. Those firms who are blacklisted and removed from the Hooghly CSL / CSL Approved Vendors/Contractors list or with whom the business dealing has been banned will not be eligible to participate. The bid (if received) will not be considered and in this regard, the decision of Hooghly CSL shall be final and binding.

### 2.15. CONFIDENTIALITY

2.15.1. Information relating to the evaluation of tenders will not be disclosed to any persons other than the tenderer & officially concerned with such process.

### 2.16. CORRUPT OR FRAUDULENT PRACTICES

2.16.1. The highest standard of ethics shall be observed during the execution of the contract.

### 2.17. PRE-BID MEETING

2.17.1. Hooghly CSL will conduct a pre-bid meeting on 27th August 2025. All the firms who wish to participate in this tender shall confirm participation and forward their queries by 26th August 2025 to the following e-mail id.

abhishek.mishra@cochinshipyard.in rakesh.sagar@hooghlycsl.com anenthu.s@cochinshipyard.in

- 2.17.2. Hooghly CSL will clarify queries on the pre-bid meeting and the same will be published. Documents for generating the costing part (Vessel GA, Equipment details) will be provided to authorized representatives of bidding companies who present a signed Non-Disclosure Agreement (NDA) along with an official authorization letter. The hard copies of the NDA and authorization letter should be submitted during the Pre-bid meeting. The deadline for submitting the clarifications sought during pre-bid meeting shall be 28th August 2025. Only individuals with prior appointments and complete authorization documentation will be eligible to receive bid-related materials.
- 2.17.3. Format for Non-Disclosure Agreement is placed at Annexure G.

### 2.18. PRE-CONTRACT INTEGRITY PACT

2.18.1. As per the requirement of the Government of India (Central Vigilance department), Hooghly CSL and the SUPPLIER have to sign an INTEGRITY PACT for the high-value contracts, to ensure transparency, equity, and competitiveness in public procurement. The bidder has to sign the Integrity Pact and submit the same along with the offer. A copy of the Integrity Pact is placed at Annexure H.

### **2.19. OTHERS**

- 2.19.1. In case any of the above conditions are 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.
- 2.19.2. Hooghly Cochin Shipyard Limited (Hooghly CSL) has registered in the TReDS Portal viz., RXIL, M1xchange and Invoice Mart and encourages its MSME suppliers /vendors /contractors to discount their invoices on TReDS, if they so desire. Those MSME suppliers /vendors / contractors who have registered in the TReDS portal may upload the invoice in the respective portal, under intimation to concerned procurement officer in Hooghly CSL. MSME suppliers / vendors / contractors are to check with the concerned procurement officers in Hooghly CSL regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.
- 2.19.3. Firm shall also submit a declaration regarding submission of documents required for this tender. Format is placed at Annexure I.

# 3 ANNEXURES

# 3.1. LIST OF ANNEXURES.

1	METHODOLOGY OF SELECTION OF DESIGN FIRM	ANNEXURE A
2	SCOPE OF WORK	ANNEXURE B
3	PRICE BID FORMAT	ANNEXURE C
4	ADDITIONAL PRICE BID FORMAT	ANNEXURE D
5	COMMERCIAL TERMS AND CONDITIONS	ANNEXURE E
6	DEVIATION LIST	ANNEXURE F
7	NON-DISCLOSURE AGREEMENT (NDA)	ANNEXURE G
8	INTEGRITY PACT	ANNEXURE H
9	DECLARATION REGARDING DOCUMENT SUBMISSION	ANNEXURE I



# ANNEXURE A - METHODOLOGY FOR SELECTION OF DESIGN FIRMS

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

1	BACKGROUND
2	QUALITY AND COST BASED SYSTEM (QCBS)
	AWARD OF CONTRACT
4	EVALUATION CRITERIA
	ENCLOSURES
	LIST OF ENCLOSURES

### 1 BACKGROUND

- 1.1. Since the construction of two (2) off 80 Pax River Cruise Vessels under Indian Register of Shipping is first of a kind in India, the selection of Design Firm for advanced basic design, detailed design and production documentation plays a significate role respect to design, construction and delivery of vessels. Since River Cruise Vessels are intended for operating in the Brahmaputra River and to be constructed as per IV Act, weight aspect needs to be considered at every phase of the vessel construction including the basic design and procurement. Hence compromising on Design Firm's quality in terms of technical expertise in AIP, Basic Design experience, Detailed Design experience, Design experience with respect to construction of Inland Vessels, Classification Society (Indian Register of Shipping IRS) requirements and other applicable rules and regulations (IV act), skilled personnel and quality certification is not an option at the same time cost part also needs to be considered. The methodology for selection of Design Firm is being set up in line with the design / class requirements for the project.
- 1.2. The Government of India acknowledges the need for a meticulous approach when engaging consultants for specialized activities, as evident in the issued "Manual of Policies and Procedure of Employment of Consultants" by the Ministry of Finance (Dept. of Expenditure). In line with the manual's guidelines, the process of selecting a Design Firm will adhere to a Quality Cost Based System (QCBS). This system is particularly suitable for projects / works requiring technical support and where paramount importance is placed on attaining required technical standards while also considering pricing factors.
- 1.3. The methodology adopted for selection of Design Firms for advanced basic design, detailed design and production documentation for River Cruise Vessel project is elaborated in the following paragraphs.

### 2 QUALITY AND COST BASED SYSTEM (QCBS)

- 2.1. The selection process will-adopt a Quality and Cost Based System (QCBS), where Design Firms' technical proposals will carry 70% weightage, and financial proposals will carry 30% weightage.
- 2.2. In first stage (i.e., Technical Proposal Evaluation), the technical proposal with highest marks will receive a Technical Score (TS) of 100 points, and other proposals' Technical Scores will be proportionately lower based on the ratio of their marks to the highest score.
- 2.3. In the second stage (i.e., Financial Proposal Evaluation), the lowest financial proposal will receive a Financial Score (FS) of 100 points, and other proposals' Financial Scores will be proportionately lower based on their bid ratio to the lowest bid.
- 2.4. In the third stage, Combined Score will be calculated for all technically qualified proposals and based on their Technical Score (TS), Financial Score (FS) and the weightages provided as mentioned in paragraph 4.1. The Design Firm with the highest combined score will be selected.
- 2.5. Further details regarding the scoring methodology for the technical and financial evaluations, as well as the ranking process, are provided below:
- 2.6. 1st Stage Technical Proposal Evaluation:

In the first stage, the evaluation of the technical proposal will be carried out on essential aspects, including the Design Firm's experience in AIP, Basic Design, Detailed Design, Design experience with respect to Inland Vessels, Classification Society requirements and other applicable rules and regulations (Indian Register of Shipping, IV act), comprehension of technical requirements / scope of work, quality certification and the expertise of key personnel.

The evaluation criteria for each aspect of Design Firm are mentioned in below Table 1. Marks will be provided against each aspect of Design Firm and total marks obtained shall be considered as Technical Marks (TM / TMx).

Only Design Firms that achieve a Technical Score of 70 or more, as per the technical evaluation criteria outlined in the Table 1, will be qualified for the subsequent assessment of their financial proposals. Design Firms scoring

below 70 marks will not proceed further in the selection process and will be disqualified and financial proposals of such firms will not be considered for further evaluation stages.

Design Firm with highest Technical Marks (TM) will be awarded a Technical Score (TS) of 100 points. Technical Scores of the remaining Design Firms (TSx) will be calculated using the following formula:

$$TSx = 100 x (TMx/TM)$$

Where TMx is the technical marks scored by other Design Firms as per technical evaluation criteria indicated in Table 1 below.

### 2.7. 2<sup>nd</sup> Stage – Financial Proposal Evaluation:

Technically qualified Design Firms will undergo financial evaluation as specified. The indicated cost in the financial proposal will be considered final and inclusive of the total service cost. Omissions in item costing will not lead to compensation for the Design Firm. The Design Firm will bear the responsibility to fulfil its obligations as per the technical requirements / scope of work within the quoted price.

Each financial proposal will receive a Financial Mark and the cost indicated in the price by each firm shall be considered as Financial Mark (FM / FMx).

The lowest financial proposal (FM) will obtain a Financial Score (FS) of 100 points.

The Financial Scores of other proposals (FSx) will be calculated as follows:

$$FSx = 100 x (FM/FMx)$$

Where, FMx = amount of other Financial Proposal.

### 2.8. <u>3rd Stage – Calculation of Combined Score</u>:

The Combined Score, which includes both the technical and financial aspects, will be determined by as mentioned below:

Technical aspect (Technical Score – TS / TSx) shall carry a weightage of 0.7. Financial aspect (Financial Score – FS / FSx) shall carry a weightage of 0.3.

The Combined Score (CS) for each Design Firm will be calculated as follows:

Combined Score (CS) = (TS  $\times$  0.7) + (FS  $\times$  0.3)

## 3 AWARD OF CONTRACT

- 3.1. Design Firms will be ranked based on their Combined Score for quality and cost. The Design Firm with the highest Combined Score will be ranked as H-1, followed by others in descending order (H-2, H-3, etc.) based on their Combined Scores. The Design Firms with the highest Combined Score (H-1) would be invited for negotiations and recommended for the contract award.
- 3.2. The second-highest ranked Design Firm (H2) will be kept in reserve and may be invited for negotiations if the first-ranked Design Firm (H1) is later rejected for any reason, at the discretion of Hooghly CSL.

# 4 EVALUATION CRITERIA

		ERIA		
S. No.	Evaluation Criteria	Max. Marks	Details of Crit	eria: Allocation of Marks
	The average annual turnover for the last three financial years	15	Maximum 15 marks will be allocated depending on the average turn over for last three financial years (FY22-23, FY23-24 & FY24-25) Above Rs 2 Cr -15 Marks. Above Rs 1.5 Cr and up to 2 Cr – 10 Marks Above 1 Cr and up to 1.5 Cr -05 Marks Above 0.75 Cr and up to 1 Cr -03 Marks Below 0.75 Cr - 0 Marks	
1	2) Proof of average turn duly certified by a statu Design firm does not had accountant that ordinar 3) Design firms must present the statement, Cash Flow	ents shall ificate of I nover and tory audit ave a statily audits rovide aud Statemen Position,	be submitted a ncorporation of net worth of the or. This shall be utory auditor, it the annual accordited financial st t) for (FY 22-23)	
2.	Experience in Basic Design and Detail Design of same project for new build ships: Experience in detail design projects for self-propelled ships using Aveva Marine / Tribon / CADMATIC / 3D experience / Ship Constructor.	25	experience of ships of the for Ro-pax / Pla carriers / Ta Vessels / Mul- highest value and additional	5 marks will be allocated depending on the the Design Firm in detail design of self-propelled ollowing types only –Tug / Steel Boats / Ro-Ro / tform Supply Vessels / Offshore Vessel / Bulk ankers / Container Vessels / General Cargo tipurpose Cargo Vessels. Only 5 projects with the will be considered. Details of the marks allocated all marks for use CADMATIC software for the attioned below Table 1.2.
			Table 1.2	
	Project Details			Marks for each project
	For Basic Design and With IRS Class notation		Design 3	
	WILL INS Class notati	UII		
	Experience in Detail Design of new build ships:		Design Firm	be allocated depending on the experience of the in detail design of self-propelled ships of the es only – Tug / Steel Boats / Ro-Ro / Ro-pax /

	using Aveva Marine / Tribon / CADMATIC / 3D experience / Ship Constructor.			rks for	ered. Details of the ma use CADMATIC softward ple 1.3.		
			Table 1.3				
	Project Details			Marks	s for each project		
	For Detailed Design			2	. ,		
			1	1			
	Experience in Basic  Design of new build  vessels with Inland  notation / build as per  IV Act and IRS Class  certified	10	certification. N	/larks w ails of a	shall be awarded for eac vill be allocated as mentionall projects in this regard	oned in below	
4			Table 1.4				
	Project Details		Table 1.4	Mork	s for each project		
	Project Details	71 '11	D / A 1		s for each project		
	Project Inland notation and IRS Certification	ı / built as	per IV Act	2			
5	Experience in Basic  Design / Detailed  Design of vessels with  compliment >= 50 and  built-in accordance  with IRS rules and IV  act.	10	experience in	Basic I complim	will be allocated dependi Designing or Detailed De ent >=50 and built-in ac per Table 1.5.	Designing of	
			Table 1.5				
	Project details				Marks for each project	t	
	Basic Designing / Deta	ailed Desi	gning		5		
	Basic Design – AIP				3		
6	Past experience in Detail Design using CADMATIC.	5			ated for past experience DMATIC for at least one p		
	type and order value. For payments / confirmation completion of basic des be submitted along with 2) Design firm's declara 3) Attested details of part A03.  Additional Note:	nall be su or of the Poor or project on letter ign / deta Purchas tion show ast project	bmitted as produchase Orders swhere construited head from the illed design score Orders / Working the details as shall be submitted.	of of exp / Work uction is Yard / i pe of w of Order of the s	order / Contracts indica order / Contracts indica or in progress, receipts rea t's Design Department re ork for above purchase or / Contracts. oftware used. or per the format included	garding stage egarding orders shall also in Annexure	
	considered for evaluation	on.			ater than 01/11/2016 alo		

	evaluation.						
7	Manpower available with the Design Firm.	5	5 marks will be allocated for the number of employees >= 50. 3 marks will be allocated if the firm has number of employees between <50 & >=30. No marks will be awarded for the number of employees less than 30 nos.		has number of employees		
	Documentation require						
			e to be submitted as proof. er available with the Design Firm as per Annexure A04 and CVs				
	of discipline heads and	•		, so p			
	Quality Assurance	5	Adherence to industry	standards IS	SO 9001 for quality		
8	and Certification.  Documentation requires		management.				
	Copy of certification to						
	Key Personnel for the F						
	Domain Lead						
	designer on rolls of the company to be deputed for the project	10	Manpower must include one Lead Designer for each of the disciplines viz. Project Management, Basic Design, Hull Structure, Piping / Machinery / Accommodation & Electrical (per Scope of Work)		nt, Basic Design, Hull		
		То	ble 1.9				
9			DIE 1.9				
	Manpower deployment			Marks 2			
	Project Management Basic Design			2			
		etailed Design – Hull Structure					
			ninery / Accommodation	2 2			
	Detailed Design – Ele	ctrical		2			
			Ta				
			Maximum 5 marks will considerations: - Project Appreci		d based on the following		
			- Depth of plan in	ndicating syst	ematic and strong approach		
			towards comple	etion of projec	ct in the given time frame with		
			required resour		Ŭ		
			·		s of deployed resources		
10	Project plan / strategy	5	including key pe		o or approyed recourses		
10	1 Toject plan / Strategy				nviceged and mitigation		
				challeriges e	nvisaged and mitigation		
			strategies.				
				ng cnanges d	uring detailed design		
			evolution.				
			- Quality audit me	ethodology.			
			- Suggestion tow	ards improve	ements in Project Execution.		
	Documentation require		evaluation of #10:				
	Detailed project schedu	ıle.					

# 5 ENCLOSURES

# LIST OF ENCLOSURES

1	PROOF OF AVERAGE TURN OVER	Annexure A01
2	PRESENT ORDER BOOK POSITION	Annexure A02
3	PROJECT DETAILS	Annexure A03
4	MANPOWER DETAILS	Annexure A04



# **ENCLOSURE A01 – PROOF OF AVERAGE TURNOVER**

REFERENCE: Annexure A of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

1	PROOF OF AVERAGE TURN OVER	
2	FORMAT	

# PROOF OF AVERAGE TURN OVER

- 1.1. Proof of average turnover and net worth of the Design Firm for the last three financial years duly certified by a statutory auditor. This shall be submitted as per the format provided. In case the Design firm does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the design firm
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 FORMAT

SI no	Financial Years	Annual Turn Over	Net Worth as end of FY
1	FY 2022 – 2023		
2	FY 2023 – 2024		
3	FY 2024 – 2025		

	1 1 2024 – 2025	3
	Signature of Statutory Auditor:	
	Name:	
	Designation:	
	Date:	



# **ENCLOSURE A02 – PRESENT ORDER BOOK POSITION**

REFERENCE: Annexure A of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

1	PRESENT ORDER BOOK POSITION	
2	FORMAT	

# 1 PRESENT ORDER BOOK POSITION

- 1.1. Present Order Book Position, as per Annexure 02, certified by the concerned statutory auditor shall be submitted.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 FORMAT

		VESSEL			
		PARTICULAR		PURCHASE	
SL	VESSEL TYPE	(LENGTH,	SHIP BUILDER /	ORDER / WORK	PROJECT VALUE
SL.	VESSELTIFE	BREADTH,	OWNER	ORDER	PROJECT VALUE
		DRAFT,		REFERENCE	
		TONNAGE)			
1					
2					
3					
4					
5					
6					
7					
8					

Signature of Statutory Auditor:	
Name:	
Designation:	

Date:



# **ENCLOSURE A03 – PROJECT DETAILS**

REFERENCE: Annexure A of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

Con	Contents						
1 2	PROJECT DETAILS FORMAT	2 3					

# PROJECT DETAILS

- 1.1. Project details, as per format provided, certified by the concerned statutory auditor shall be submitted.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 FORMAT

See next page.

	ANNEXURE A03																		
									PI	ROJECT DETAILS FO		CRITERIA #2							
	VESSEL	VESSEL PARTICULAR		ILAR			SCOPE OF BASIC DESIGN	SOFTWARE FOR	9	SCOPE OF DETAILED DESI	GN	SOFTWARE FOR		CHID DITH DED /					
SL NO	TYPE	LENGTH	BREADTH	DRAFT	TONNAGE	AIP	HULL	MACHINERY & PIPING	ELECTRICAL	BASIC DESIGN	HULL	MACHINERY & PIPING	ELECTRICAL	DETAILED DESIGN	CLASS	SHIP BUILDER / OWNER	YEAR OF BUILD	ORDER VALUE	REMARK
	ITPE	(M)	(M)	(M)	(T)		(Yes / No)	(Yes / No)	(Yes / No)	DASIC DESIGN	(Yes / No)	(Yes / No)	(Yes / No)	DETAILED DESIGN		OWNER			
	PROJECT DETAILS FOR SELECTION CRITERIA #3																		
	VESSEL		SEL PARTICU					SCOPE OF BASIC DESIGN		SOFTWARE FOR		SCOPE OF DETAILED DESIG		SOFTWARE FOR		SHIP BUILDER /	VEAD OF DUILD	00050 (41115	DENANDY
SL NO	TYPE		BREADTH	DRAFT	TONNAGE	AIP			ELECTRICAL	BASIC DESIGN	HULL	MACHINERY & PIPING		DETAILED DESIGN	CLASS	OWNER	YEAR OF BUILD	ORDER VALUE	REWARK
		(M)	(M)	(M)	(T)		(Yes / No)	(Yes / No)	(Yes / No)		(Yes / No)	(Yes / No)	(Yes / No)						
$\vdash$																			<del>                                     </del>
																			<del>                                     </del>
<del>                                     </del>																			<del>                                     </del>
	PROJECT DETAILS FOR SELECTION CRITERIA #4																		
		VESS	SEL PARTICU	ILAR				SCOPE OF BASIC DESIGN		SCOPE OF DETAILED DESIGN									
SL NO	VESSEL TYPE		BREADTH	DRAFT	TONNAGE	AIP	HULL		ELECTRICAL	SOFTWARE FOR	HULL	MACHINERY & PIPING		SOFTWARE FOR	CLASS	SS SHIP BUILDER / OWNER	YEAR OF BUILD	ORDER VALUE	REMARK
		(M)	(M)	(M)	(T)	7	(Yes / No)	(Yes / No)	(Yes / No)	BASIC DESIGN	(Yes / No)	(Yes / No)	(Yes / No)	DETAILED DESIGN					
			, ,	<u>, , , ,</u>				, ,				, ,							
										ROJECT DETAILS FO									
	VESSEL	VESSEL PARTICULAR SCOPE OF BASIC DESIGN				SOFTWARE FOR	9	SCOPE OF DETAILED DESIGN		SOFTWARE FOR	SHII	SHIP BUILDER /							
SL NO	TYPE		BREADTH	DRAFT	TONNAGE	AIP			ELECTRICAL	BASIC DESIGN	HULL	MACHINERY & PIPING		DETAILED DESIGN	CLASS	OWNER	YEAR OF BUILD	ORDER VALUE	REMARK
		(M)	(M)	(M)	(T)		(Yes / No)	(Yes / No)	(Yes / No)		(Yes / No)	(Yes / No)	(Yes / No)						
						$\vdash$													<u> </u>
										DOLECT DETAILS TO	D CELECTION	CDITEDIA #6							
П		VEC	SEL PARTICU	II AD	1			SCOPE OF BASIC DESIGN		NOJECT DETAILS FO	ROJECT DETAILS FOR SELECTION CRITERIA #6  SCOPE OF DETAILED DESIGN						1	I	<del>                                     </del>
SL NO	VESSEL				TONNAGE	ΔΙΒ	<u> </u>			SOFTWARE FOR		MACHINERY & PIPING		SOFTWARE FOR	الالادد	SHIP BUILDER /	VEVB OF BITTLE	OBDEB WALLE	DEMADA
JE NO	TYPE	(M)	(M)	(M)	(T)		(Yes / No)		(Yes / No)	BASIC DESIGN	(Yes / No)	(Yes / No)	(Yes / No)	DETAILED DESIGN	CLASS	OWNER	TEAK OF BUILD	ORDER VALUE	KEIVIAKK
		(141)	(141)	(141)	(')		(163 / 140)	(163 / 140)	(163/140)		(163 / 140)	(163 / 140)	(163 / 140)						<del>                                     </del>
						$\vdash$									$\vdash$				
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# **ENCLOSURE A04 – MANPOWER DETAILS**

REFERENCE: Annexure A of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

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1 2	MANPOWER DETAILS FORMAT		2 3				

# 1 MANPOWER DETAILS

- 1.1. Manpower available with the Design Firm as per format provided and CVs of discipline heads and key role holders
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 FORMAT

See next page.

### Annexure A04

SL NO	NAME	DESIGNATION	DOMAIN (HULL - NAVAL ARCH / MACHINERY - PIPING / ELECTRICAL)	TOTAL YEAR'S OF EXPIRIENCE	EDUCATIONAL QUALIFICATIONS (1)	EDUCATIONAL QUALIFICATIONS (2)	ROLES AND RESPONSIBILITIES	CV's ATTACHED (YES / NO)
								1



# ANNEXURE B – SCOPE OF WORK

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

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2	VESSEL DETAILS	3
3	DETAILS REGARDING SCOPE OF WORK	4
4	INPUT BY HOOGHLY CSL	6
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8	CHANGE MANAGEMENT	8
9	RESPONSIBILITY OF THE DESIGN FIRM	8
10	RESPONSIBILTY OF HOOGHLY CSL	9
11	CONFIDENTIALITY AND PROPERTY RIGHTS	9
12	SUB CONTRACTING	10
13	SCOPE OF WORK FOR VESSEL NO 2 (HULL NO: 014)	10
14		
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### 1 SCOPE OF WORK – TECHNICAL REQUIREMENTS

1.1. The Design Firm shall do advanced basic design, detailed design (3 D modelling, preparation of production drawings, and production documentation towards construction of two (2) nos. of eighty (80) pax river cruise vessel in CADMATIC software. The firm shall also hold the end-to-end responsibility of design from the receipt of the basic design till the delivery of the vessel. The vessel particulars for which the detailed design needs to be carried out and classification rules to be followed are mentioned in paragraph 2.

### 1.2. The Scope of Work also include:

- a) Design and development of all drawings pertaining to construction of vessels as mentioned in the tender document, as per vessel's building specification and meeting the relevant rules of Regulatory bodies / Classification Societies (including their approval) and as per Yard's standard/format.
- b) Review of Basic Design drawings supplied by Hooghly CSL.
- c) Carry out detailed design for the construction of vessel and preparation of all project-oriented documentation aligning with the Contract.
- d) Liaison with Hooghly CSL & Class during drawing approval stage and undertake the responsibility of approval of drawings & clearing/incorporation of comments pertaining to drawing approval. The provision for uploading drawings / documents into Class portal shall be provided by Yard.
- e) Prepare Purchase Technical Specification for the equipment and material packages, in line with vessel's building specification and rule requirements and as per the sample technical specification provided by Hooghly CSL for reference.
- f) Carry out Technical Evaluation of the offers received from vendors for equipment's and material packages and ensure compliances to Classification rules and compatibility to the vessel design.
- g) Preparation of the docking & construction keel block arrangement.
- h) Preparation of Onboard Trials and commissioning Procedures / Protocols, Basin Trial Protocols / Procedures for all major machineries in accordance with the OEM Recommendations, Applicable Class rules, National/International Standards & DGS Requirements.
- i) Preparation of river trial protocols mainly speed trials, crash stop test, steering and turning tests, endurance tests etc. however not limited to the same.
- j) Preparation of Weight Monitoring Sheet and updating to yard post completion of modelling milestones and at different stages of procurement as decided mutually.
- k) Preparation of necessary inputs for Launching calculation to offer design assistance to Hooghly CSL design team during Launching.
- Preparation of necessary inputs for Stability Calculation and Inclining experiment/Light ship survey and to offer design assistance to Hooghly CSL team during Inclining Experiment.
- m) Monitoring of Consolidated Bill of Materials for the discipline of hull structure, hull outfitting, machinery outfitting, electrical outfitting and accommodation outfitting, submitted to yard fortnightly, clearly indicating details like material type, specification, grade, quantity area / weight / running meters as per the yard's format. each revision should clearly indicate the addition, subtraction of items or quantity.
- Preparation of as fitted drawings on completion of the projects and a complete shipset of drawings to be submitted to Hooghly CSL at the end of the project.
- o) Work with Hooghly CSL in obtaining all necessary certifications applicable for the vessels.

- p) Work with Hooghly CSL in successful construction, and delivery of the vessel as a design partner.
- The manpower for the design support shall be deployed as follows: -

S. No	Domain	Personnel Qualification	Min. experience
1	Project Management, Planning & Design Support – minimum 1 No.	B.E. / B. Tech in Naval Architecture / Mechanical Engineering / Electrical / Electronic Engineering from a recognized University	8 Years
2	Hull Structure Design – minimum 1 No.	B.E. / B. Tech in Naval Architecture from a recognized University	3 Years
3	Piping, Machinery and accommodation Design – minimum 1 No.	B.E. / B. Tech in Mechanical Engineering from a recognized University	3 Years
4	Electrical Design – minimum 1 No.	B.E. / B. Tech in Electrical / Electronic Engineering from a recognized University	3 Years
5	Design Assistant – minimum 7 Nos (1 no for #1, 2 nos each for #2, #3 and #4)	Diploma in Naval Architecture / Shipbuilding / Mechanical / Electrical / Electronic from a recognized University / Institution.	2 Years

# 2 VESSEL DETAILS

- 2.1. Details of vessel proposed to be constructed are as follows:
  - a. Vessel:

80 Pax River Cruise Vessel for M/s. Heritage River Journeys Pvt. Ltd. - 2 No. (HBY- 0013 and 0014).

h Design

As per preliminary General Arrangement. (will be shared after signing the NDA agreement).

c. Classification:

The Vessel shall be built in accordance with the rules and regulations of Indian Register of Shipping (IRS) and according to following notations:

Swastika IWL, Swastika IY, PASSENGER VESSEL, ZONE 2.

d. Statutory:

The Vessel shall be registered as per IV Act 2021.

The Vessel shall comply with rules, regulations and requirements of the Indian flag and the Indian Registry of Ships and any other regulatory body/bodies (if applicable). The rules, regulations and requirements of the classification society, the Director General of Shipping of India and Indian Registry of Ships and any other regulatory body/bodies (if applicable) shall include any additional rules or circulars that have been issued and are effective as of the date.

e. Vessel Particular

 i
 Length Overall
 : 74.9 m

 ii
 Breadth (mld.)
 : 15.0 m

 iii
 Depth (mld.)
 : 3.5 m

 iv
 Draft (mld.)
 : 1.3 m

 v
 Cruising speed
 : 6 Knots

vi Maximum/Trial Speed : 10 Knots (At 1.3 m draft)

vii Complement : 125

viii Passengers : 80
ix Crew : 45
x Endurance (At cruising Speed) : 21 days

xi Propulsion : Conventional / Drive Shaft / Twin Screw

Propeller

### 3 DETAILS REGARDING SCOPE OF WORK

3.1. 3D modelling of complete Hull structure including Superstructure.

- 3.2. 3D modelling of machinery and equipment as per OEM drawings and its arrangements as per owner / class requirements / Basic Design Documents.
- 3.3. 3D modelling of system piping as per class / owner requirements / Basic Design Documents and yard standards. Pipes shall be modelled as per the fabrication facilities available at yard to the maximum extent possible. Any alternatives shall be adopted only with the concurrence of Hooghly CSL design team. The pipe fabrication facilities shall be shared post placement of Work Order.
- 3.4. 3D modelling of cableways as per class/ owner requirements / Basic Design Documents and yard standards. 3D modelling & placement of drop trays, Electrical fittings & Systems (viz. Panels, FDS, PA, Lights, Sockets etc.) shall be indicative.
- 3.5. Preparation and issue of production drawings as per yard format / standards for the construction of complete vessel. The format shall be forwarded post placement of work order.
- 3.6. Preparation of Material List of Fittings (MLF) of onboard outfitting as per yard format / standards.
- 3.7. Preparation of Bill of Materials (BOM) for fabrication drawings as per yard format / standards.
- 3.8. Preparation of Outfit list pertaining to block outfitting / unit outfitting.
- 3.9. Modelling and issue of drawings shall be as per the scheduled laid down by Hooghly CSL design team.
- 3.10. Delivery of software model (Consisting of Details in Entirety Structure, Outfit etc.)
- 3.11. Delivery of Hull and outfit Model and production drawings of the vessel in CADMATIC, AutoCAD/dxf format and .pdf format.
- 3.12. The deliverables shall contain 3D model, drawings and documentation as follows.

DISCIPLINE	EXTENT OF WORK
	Preliminary Estimate of Materials – For Hull structure, Outfitting.
,	Paint Area estimation & Painting Scheme finalisation
General	BOM Monitoring Sheet for all disciplines.
	Equipment Lowering & Erection Plan (Details to be included in Hull Blocks)
, 	Assisting Hooghly CSL in launching calculations.
	3D model for respective units/blocks.
Hull Structure (Fabrication and erection)	Preparation of Yard Plan (Inclusive of Subassembly, Assembly & construction drawings), Nesting Plan (including bevel / edge preparation details), Stiffener List, Bending Template, Jig Plan, Profile Nesting, BOM for plates and profiles, Remnant List including required cut-outs for outfitting
	Preparation of Block Lifting & Turning Plan

	Modification of hull parts as an when required.
	Revision of drawings as per the modifications.
	Maintenance of Revision Status of drawings.
	Preparation of Erection Plan / Docking Plan.
	Preparation and issue of Weight Monitoring Sheet with respect to hull structure.
	Preparation of as fitted drawings for hull class approved drawings.
	Equipment modelling as per the OEM Binding Data, and arrangement of equipment as per Basic Design drawings and Owner requirements. 3D modelling of equipment seats.
	3D modelling of each piping System including pipe supports with all components & fitting as per the P&IDs (basic design drawings).
	Preparation of Pipe fabrication Drawings and penetration drawings as per Yard Standards / Formats.
	Preparation of Pipe Support fabrication drawings as per Yard Standards / Formats.
	Preparation of Equipment Support / Foundation Details / drawings as per Yard Standards / Formats.
Machinery / Hull Outfitting	Preparation of Bill of Materials / Material List of fittings of respective areas / blocks / units for Pipes and fittings, pipe supports, pipe fabrication, equipment seat fabrication etc. (System wise & Consolidated) for onboard outfitting as per Yard Standards / Formats. All fabrication drawings shall have respective BOMs.
	Preparation and issue of Equipment arrangement drawings as per Yard Standards.
	Preparation of Pipe fitting arrangement/Isometric drawings, yard plans for respective blocks and areas as per Yard Standards / Formats.
	Preparation of Weight Monitoring Sheet with respect to machinery and hull outfitting.
	Preparation of "As fitted drawings" (machinery room layout drawings and piping system drawings).
	3D modelling of ventilation equipment and ducts.
	Preparation of fabrication drawings, Bill of materials and arrangement drawings for ventilation ducts as per Yard Standards / Formats.
	Basic outline layout of accommodation spaces.
Accommodation Outfitting	Ventilation Duct – BOM, Piece Wise Details, Penetration drawing & Details, Arrangement drawing
-	AC Duct - BOM, Piece Wise Details, Penetration drawing & Details, Arrangement drawing
	Inline Equipment Modelling, Foundation / Support & Fitment drawings.
	3D model electrical equipment and cable ways for respective area
Electrical Outfit	Cable scheduling
	Preparation and Cable Conduits and arrangement drawings for cables as per Yard Standards / Formats.

	Preparation of BoM for Electrical Cable laying, Cable Tray fabrication and fitment (Main Cable Way, Sub Cable Way, Drop Trays), fittings, supports as per Yard Standards / Formats.
	Preparation of Fabrication drawing of electrical seats and other misc. items as per Yard Standards.
	Preparation of Fabrication drawing of cable way supports as per Yard Standards / Formats.
	Preparation of Fitting arrangement drawings, Wiring diagram & Connection Drawing as per Yard Standards / Formats.
	Preparation of Weight Monitoring Sheet with respect to electrical outfitting.
	Preparation of "As fitted drawings" (equipment room layout drawings, wiring drawings and connection drawings).
	Review of the Basic Design drawings provided by Hooghly CSL.
Advanced Basic Design	Preparation of any other drawings required as part of Basic Design.

- 3.13. The indicative list of drawings / deliverables is enclosed at Enclosure B01.
- 3.14. The list is only Design / Production drawing related. However, the design Firm shall assist Hooghly CSL by providing all the supports as necessary & mentioned at Para 1 above for successful completion of the project.
- 3.15. Standards to be used for the vessel The Design Firm, shall use the designer standards for the vessel, the same shall be shared in advance to Hooghly CSL for necessary concurrence.
- 3.16. Purchase technical specification and purchase order technical specification shall be submitted within two (2) & four (4) working days from the date of submission of relevant / OEM data for standard items (viz pipe, pipe fittings etc) and non-standard items (viz equipment machineries etc) respectively as per the Yard standards / format.
- 3.17. Technical evaluation shall be concluded with in three (3) and five (5) working days from the date of receipt of offers for standard and non-standard items respectively.
- 3.18. The preliminary equipment list and machinery systems is enclosed at Enclosure B02.

#### 4 INPUT BY HOOGHLY CSL

- 4.1. The basic design for the vessel shall be provided by Hooghly CSL. The Basic Design drawings as indicated in Enclosure B03 shall be provided by Hooghly CSL & will be supplied to the Design Firm as available.
- 4.2. Hooghly CSL shall provide the necessary inputs in the form of hard copy or soft drawings/standards and also shall provide all inputs as deemed necessary for carrying out the production design in a progressive manner.
- 4.3. In case of binding data from OEM is not available during the production design as per schedule, Hooghly CSL shall provide probable supplier data on case-to-case basis and the Design Firm shall execute the production design using the same. On availability of the binding data from the OEM, Hooghly CSL shall furnish the same to the Design Firm for implementation in production design for subsequent generation of drawings without any additional cost to Hooghly CSL. Major equipment's under consideration shall be shared during initial phases for smooth execution of work.
- 4.4. The inputs required for the project to be handed over by Hooghly CSL to Design Firm are as listed below:
  - a. 3D Hull model of the vessel (.iges/.3dm/Or any general CAD Format).
  - b. The schedules for supply of drawings to be in line with the project schedule & mutually agreed.
  - c. Relevant basic design drawings as per the list indicated herein as scope of Hooghly CSL of the Basic design supply.

- d. OEM (Equipment) binding drawing.
- e. Hooghly CSL standards to be followed for 3D modelling and production drawings for Outfit and for hull production drawings.
- f. Drawing / document format.
- g. Standard as required.
- h. The naming scheme for components in the drawings.
- i. Sample drawings.
- 4.5. Depending upon the production schedules the drawing may have to be issued partially depending upon binding data availability for a particular area/zone.
- 4.6. Hooghly CSL inputs will be shared through a common folder.

#### 5 WORKING METHODOLOGY

- 5.1. The work scope shall be executed by the Design Firm at their facility and the data shall be shared with and by the Hooghly CSL by mutually agreed means.
- 5.2. Project Setup to be done in line with Master / Slave facility (As far as practicable). available in CADMATIC Tool.
- 5.3. The infrastructure and resources including office space, workstations, software licenses, etc shall be arranged at the cost of the Design Firm at his work place.
- 5.4. 2D design / drafting software (eg AUTOCAD) is to be used for undertaking scope of work and the drawings to be delivered to Yard in .dwg / .dxf formats and also in PDF format. Manuals specified shall be in MS word and PDF format.
- 5.5. Technical Calculations shall be shared with yard in PDF & Excel Formats.
- 5.6. The Design Firm shall be responsible for protecting the IPR and the data / inputs provided by Hooghly CSL and necessary bond / contract (including non-disclosure agreements) in this regard shall be executed between Hooghly CSL and the Design Firm during the signing of the Contract.
- 5.7. Necessary bond / contract (Non-Disclosure Agreement) in this regard shall be executed between Hooghly CSL and the Design Firm prior to placement of work order / contract.
- 5.8. Design Firm shall ensure the safety and security of the software and hardware it uses for carrying out the scope of work provided by Hooghly CSL.
- 5.9. The activity of 3D modelling and generation of production drawings shall be carried out in CADMATIC. The submission to Hooghly CSL shall be as per the CADMATIC compatible format. All the software support required for generation of the drawings shall be to the Design Firm's scope. The Software license (Hull, Outfitting & ancillary modules) required shall be the Design Firm's scope.
- 5.10. The Design Firm shall supply e-browser compatible files for model review.
- 5.11. The design personnel engaged at Hooghly CSL site for design support have to be equipped with laptop/work stations to cater for any support, modifications / changes.
- 5.12. Details of software licenses used for the project shall be forwarded as per the format enclosed at Enclosure A03 along with the offer.

#### **6 PROJECT MANAGER**

- 6.1. The Design Firm shall ensure that a Project Manager is allocated for the project for overall coordination with Hooghly CSL during the entire project duration.
- 6.2. The Resume of Project Manager who will undertake the responsibilities for the domain of Project Management & Planning to be forwarded to yard for scrutiny & Approval.

- 6.3. Responsibilities of the Project Manager:
  - i. Prepare Project Design Schedule based on the vessel construction schedule and submit the same to Hooghly CSL. Draft Project Design Schedule shall be submitted along with the offer.
  - ii. Conducting Weekly project Review Meeting on a mutually agreed day to discuss the project progress and MOM to be shared within one (1) working day.
  - iii. Prepare an overall and detailed schedule and the progress report fortnightly, clearly indicating the detailed weekly work logs, target vs achieved progress For Modelling, Drawing submission, critical action points, Any Non-Compliances with respect to the contract & Improvement methodology.
  - iv. Ensure that all the drawings prepared by the design engineers shall be verified for errors and necessary compliances prior forwarding to Hooghly CSL for further action.
  - v. Ensure readiness to yard queries & maximum response time of two (2) days.
  - vi. Consolidation and maintenance of Weight Monitoring Sheets.

#### 7 POSITIONING OF DESIGN PERSONNEL AT HOOGHLY CSL

- 7.1. The Design Firm to position a contingent design team at Hooghly CSL with a minimum strength of 2 experts comprising streams such as naval architecture, hull, machinery & piping, & electrical outfitting the project. The rotation of experts shall be as per mutually agreed design schedule.
- 7.2. The manpower may be called on Sundays and holidays during critical phases of the project and no extra charges will be paid by Hooghly CSL for such requirement.
- 7.3. Details of manpower for the project shall be forwarded as per the format enclosed in Enclosure A04 along with the offer.

#### **8 CHANGE MANAGEMENT**

8.1. Change Request:

All requests for changes by Hooghly CSL shall be evaluated by the Design Firm using the standard format for "Change Request Evaluation" as per Enclosure B04. Hooghly CSL shall send a change request form as per Enclosure B04 with the change description and supporting documents (if required). The Project Manager of Design Firm shall evaluate the effect of this change. The technical effect of the change shall be described and an estimation provided for the additional man hours required and the effect on schedule, if any, and shall be sent to Hooghly CSL for approval. The Design Firm shall start the work only after obtaining the approval for the respective change from the Hooghly CSL.

8.2. Changes required due to mistakes on the part of Design Firm are not considered under this clause. The Design Firm shall carry out the changes due to mistakes without any extra cost and without affecting the schedule.

#### 9 RESPONSIBILITY OF THE DESIGN FIRM

- 9.1. The quality of 3D model for the VESSEL, quality of production drawings.
- 9.2. Creating a 3D model as an exact replica of the details provided / required and not to differ unless agreed upon by both parties.
- 9.3. The Design Firm shall endeavour to the best of its ability to detect any error/omission in Hooghly CSL input information (OEM binding data and Hooghly CSL standards) and bring any such defect/errors/omissions detected to the notice of Hooghly CSL. However, the Design Firm shall not be held responsible for not noticing the faults in Hooghly CSL input information and the output of detail design shall be in accordance with the inputs furnished.
- 9.4. Ensuring the 3D outfit models have all the necessary information and are suitable for extracting the materials / equipment list of the modelled components unless a deviation is agreed to by both parties.
- 9.5. The collision / interference checks with all the items provided in the model: -The Design Firm ensure before extracting drawings/documentation from CADMATIC, that the model is collision free with all outfit/hull items in that model, although the same need not be incorporated on the production drawings in the Design Firm's scope.

- 9.6. Follow Hooghly CSL standard in naming for the modelled components / equipment for avoiding any error to the data bank of the VESSEL. Standard nomenclature to be followed for 3D Modelling, shall be shared post placement of Work Order.
- 9.7. Getting clarifications on the differences / non-compliances / doubts in 'Hooghly CSL Inputs' from time to time.
- 9.8. Ensuring the detailing of the production drawings, output programs, drawing issue format according to Hooghly CSL requirements. Deviations (if any) on detailing of drawings shall be taken up with Hooghly CSL and must be agreed upon.
- 9.9. Incorporating Hooghly CSL comments, as necessary in the model / production drawings for the betterment of the production requirements, and to comply with the comments from owner / class representatives. However, this shall not apply to comments arising out of changes in Design and such changes shall be dealt with as described in Section 6 of this agreement.
- 9.10. Ensuring immediate corrective action of the model / relevant production drawings upon non-conformity reports of drawings (under the scope of the Design Firm) from Hooghly CSL production site, till the handing over of the completed software model. Max. response time – three (3) Days.
- 9.11. Corrective action for major re-works at production site because of the discrepancies / mistakes on the model / production drawings delivered. Design Firm shall be held liable for any major rework due to the errors in the drawings supplied to Hooghly CSL production.
- 9.12. To ensure the scope of deliverables as per the project schedule.
- 9.13. Delivery of uncorrupted data bank of modelled vessel with all the corrections/ feedbacks received from the production till handing over the software model of the vessel.
- 9.14. Format for the Production drawings shall be Pdf, dxf / CADMATIC.
- 9.15. CADMATIC 3D Model in e-browser format & all the drawings PDF & AutoCAD format to be submitted for review at each stage. The revision drawings are to be forwarded with revision numbers and the changes clearly marked and indicated as per standard practice. Title block for the production drawings need to be provided as per the Hooghly CSL standards. (Sample format will be provided by Hooghly CSL).

#### 10 RESPONSIBILTY OF HOOGHLY CSL

- 10.1. Nesting programs will be generated by Hooghly CSL based on Design Firm generated nesting / dxf file.
- 10.2. Hooghly CSL shall provide probable supplier / OEM data and the Design Firm shall execute the production design using the same. On availability of the binding data, the same shall be furnished by Hooghly CSL to the Design Firm for implementation in production design for subsequent generation of 2D drawings without any additional cost.
- 10.3. To check the model and production drawings created by the Design Firm for complete information (omissions) and obvious mistakes. However, Hooghly CSL responsibility shall not apply to complete detail checking of the drawings and shall be limited to general checks regarding equipment / components logical arrangement & aesthetics, class requirements. Any mistakes in the drawings w.r.t production non-suitability shall be the responsibility of the Design Firm even after approval of model and production drawings by Hooghly CSL.

#### 11 CONFIDENTIALITY AND PROPERTY RIGHTS

- 11.1. The Design Firm shall neither use nor make accessible to third party any or all drawings, documentation, specifications, etc. which are generated based on this contract for any other purpose other than the task assigned in this contract.
- 11.2. All technical documents relating to the vessel or similar vessels or other technical information received by The Design Firm for production design will be the property of the yard and shall not be used for any purpose other than modeling and drawing generation for Hooghly CSL. The Design Firm shall not, use or copy, reproduce,

- transmit or communicate to any third party the technical documents, 3D models or other technical information received or produced by the Design Firm for the project awarded.
- 11.3. All deliverables by the Design Firm including 3D model, production drawings, and all the other deliverables shall remain intellectual property of Hooghly CSL only and shall not be used or copied, reproduced, transmitted, made public or communicated to any third party and all the data in this regard shall be handed over to Hooghly CSL at the end of project, and shall include the hard copies and Soft copies of all documents including 3D model, 2D drawings, and all the relevant data exchanged between the parties on the project.
- 11.4. All deliverables of this Contract are the absolute Property of Hooghly CSL and Hooghly CSL is free to use these information/ drawings, for any purpose at a later stage without the requirement of any consent nor concurrence of the Design Firm and the Design Firm shall not be eligible to make any claim whatsoever on Hooghly CSL in this regard.
- 11.5. The Title block that would be used shall be used as per the format provided by Hooghly CSL. The format will have space for mentioning details of the Design Firm.
- 11.6. A separate Non-Disclosure Agreement shall be signed between the Design partner and Hooghly CSL in this regard.
- 11.7. Refer General Terms & Conditions for details.

#### 12 SUB CONTRACTING

12.1. The firm shall not assign or subcontract its obligations under the Contract to any third Parties. Any such sub – contracting shall entitle Hooghly CSL to terminate the contract without further notice and forfeit the security deposit and all monies due and payable to the firm.

#### 13 SCOPE OF WORK FOR VESSEL NO 2 (HULL NO: 014)

13.1. The job scope for second vessel is limited to nesting plan release and as fitted drawings issue to Hooghly CSL as per Hooghly CSL standards. However, any necessary support as and when required may have to be mutually extended to the yard during the construction process.

#### 14 ENCLOSURES

#### LIST OF ENCLOSURES

1	ENCLOSURE B01	INDICATIVE LIST OF DRAWINGS / DELIVERABLES
2	ENCLOSURE B02	PRELIMINARY EQUIPMENT LIST AND MACHINERY SYSTEMS
3	ENCLOSURE B03	BASIC DESIGN DRAWINGS
4	ENCLOSURE B04	CHANGE REQUEST EVALUATION



## **ENCLOSURE B01 – LIST OF DELIVERABLES**

REFERENCE: Annexure B of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

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## 1 LIST OF DELIVERABLES

- 1.1. The preliminary list of deliverables as per the Annexure B Scope of Work of Hooghly CSL Tender Enquiry for Advanced Basic Design, Detailed Design and Production Documentation for two nos. (2) Off 80 Pax River Cruise Vessel is provided in the following paragraphs / pages.
- 1.2. The firm shall also extend its support in preparation of drawings / documents not mentioned in the following paragraphs of this section but necessary towards the successful construction and delivery of the vessel.
- 1.3. Apart from the list of drawings mentioned in paragraph (2) firm shall also prepare Basic Design drawings for issuing to production as per the template provided by Hooghly CSL.

# 2 HULL FABRICATION DRAWINGS

2.1. Hull structure drawings shall include drawings / documents mentioned in Table B01.2.1 with respect to each block as per Block Division Plan.

	Table B01.2.1			
SI No	Discipline	Drawing	Remarks	
1	Hull Fabrication	Construction Plan - Including Sub Assembly & Assembly (With Integrated Technical Cut-outs)		
2	Hull Fabrication	Nesting Plan (including bevel / edge preparations)		
3	Hull Fabrication	Part List		
4	Hull Fabrication	Bending Templates		
5	Hull Fabrication	Profile List & Sketch		
6	Hull Fabrication	Lifting Plan		
7	Hull Fabrication	Turning Plan		
8	Hull Fabrication	Block Division Plan		
9	Hull Fabrication	Errection Plan		
10	Hull Fabrication	Welding Sequence for controlling Weld distortions for SS Panels		

References:

- a) General Arrangement Plan
- b) Preliminary Block Division Plan

## 3 HULL AND MACHINERY OUTFIT DRAWINGS

3.1. Hull and Machinery outfit drawings shall include drawings / documents mentioned in Table B01.3.1 with respect to room /deck arrangement plan.

	Table B01.3.1			
SI No	Discipline	Space Category	Drawing details	Remarks
1	Outfit	All Decks	Escape & Access Hatches - Arrangement & typical Details	Note 1
2	Outfit	All Decks	Staircase, Ladder, Rungs & Handgrips - Fabrication details	
3	Outfit	All Decks	Water Tight & Non-Water tight Doors - Arrangement, Dimensions & Cut out details (Excl. Internal Doors in Passenger Accommodation Area)	Note 1
4	Outfit	All Decks	AC Outdoor Units - Foundation drawings	
5	Outfit	All Decks	Lift - Installation drawing	Note 1
6	Outfit	All Decks	Electrical Panels - Foundation Details	
7	Outfit	All Decks	Hand Rails & Storm Rails - Fabrication Details & Arrangement	
8	Outfit	All Decks	NDT Plan	
9	Outfit	All Decks	Drip Trays & Gutter ways draining Arrangement	Note 1
10	Outfit	All Decks	Pipe, Duct Penetration Details	
11	Outfit	Below Main Deck	Bottom Drain Plugs - Arrangement & typical Details	
12	Outfit	Below Main Deck	Manholes - Fabrication Details	Note 1
13	Outfit	Below Main Deck	Bow thruster - Seating Fabrication Details	
14	Outfit	Below Main Deck	FW generator - Foundation drawing	
15	Outfit	Below Main Deck	Laundry Equipments - Foundation drawings	Note 1
16	Outfit	Below Main Deck	Chain Locker, Bitter End Arrangement	
17	Outfit	Below Main Deck	Gear Box - Foundation Details	
18	Outfit	Below Main Deck	Sewage Treatment Plant - Foundation Details	
19	Outfit	Below Main Deck	Main Switch Board - Foundation Details	
20	Outfit	Below Main Deck	Distribution Boards - Foundation Details	
21	Outfit	Below Main Deck	RO Plant (s) - Foundation Details	
22	Outfit	Below Main Deck	Hydrophore tank(s) - Foundation Details	
23	Outfit	Below Main Deck	River Water Pump - Foundation Details	
24	Outfit	Below Main Deck	Slurry Pump - Foundation Details	
25	Outfit	Below Main Deck	Hydrophore Pump (s) - Foundation Details	
26	Outfit	Below Main Deck	Sewage Pump (s) - Foundation Details	
27	Outfit	Below Main Deck	Sanitary Pump - Foundation Details	
28	Outfit	Below Main Deck	Bilge/Fire GS Pump (s.) - Foundation Details	
29	Outfit	Below Main Deck	Oily Bilge Pump - Foundation Details	
30	Outfit	Below Main Deck	Hand Driven Bilge Pump(s) - Foundation Details	
31	Outfit	Below Main Deck	FO transfer Pump - Foundation Details	
32	Outfit	Below Main Deck	Emergency FO transfer Hand Pump - Foundation Details	
33	Outfit	Below Main Deck	Stripping Pump (For Stelled sediments in Settling Tank) - Foundation Details	
34	Outfit	Below Main Deck	Rudder, Rudder Stock & Tiller - Details & Fabrication drawings	
35	Outfit	Below Main Deck	Loose Tanks Fabrication Details	
36	Outfit	Below Main Deck	Draft Marking, Hull Marking & Name Plate	Note 1

			Table B01.3.1 (continued)	
SI No	Discipline	Space Category	Drawing details	Remarks
37	Outfit	Below Main Deck	Quick Closing Valve Arrangement	
38	Outfit	Below Main Deck	Chequered Flooring Arrangement	
39	Outfit	Below Main Deck	Fender Installation drawing (D-Fender & Tyre Fenders)	
40	Outfit	Below Main Deck	Echo Sounder & Speed Log Arrangement & fitment details	
41	Outfit	Below Main Deck	Load line Marking	
42	Outfit	Below Main Deck	Lifting Arrangement in Machinery Spaces	
43	Outfit	Below Main Deck	Crew Accommodation Plan	
44	Outfit	Below Main Deck	Sea Chest & Overboard Arrangement Details	Note 1
45	Outfit	Below Main Deck	Tank Testing Plan	
46	Outfit	Below Main Deck	Crew Mess & Galley Equipments - Foundation drawings	Note 1
47	Outfit	Main Deck	Mooring Fittings - Fabrication drawings	Note 1
48	Outfit	Main Deck	Galley Equipments - Foundation drawings	Note 1
49	Outfit	Main Deck	Dry Store Equipments - Foundation drawings	Note 1
50	Outfit	Main Deck	Chiller Room Equipments - Foundation drawings	Note 1
51	Outfit	Main Deck	Freezer Room Equipments - Foundation drawings	Note 1
52	Outfit	Main Deck	CO2 Room Equipment - Foundation drawings	
53	Outfit	Main Deck	Rubbish Room Equipments - Foundation drawings	Note 1
54	Outfit	Main Deck	Exhaust Louver foundation drawing	
55	Outfit	Main Deck	Ventilation Fan - Foundation drawings	
56	Outfit	Main Deck	Stern Winch - Foundation drawings	
57	Outfit	Main Deck	Anchor Windlass, Roller, Chain Stopper - Foundation drawings	Note 1
58	Outfit	Main Deck	Hawse Pipe, Spurling Pipe, Anchor Pocket Arrangement	
59	Outfit	Main Deck	Vertical Capstan - Fwd. & Aft - Foundation drawings	
60	Outfit	Main Deck	Tender Boat, Davit & Accessories - Foundation & Securing Arrangement	Note 1
61	Outfit	Main Deck	Ramps & Gates fabrication Details	Note 1
62	Outfit	Main Deck, Middle Deck	Life Raft - Foundation drawings.	
63	Outfit	Middle Deck	Emergency Battery Pack – foundation and arrangement details	
64	Outfit	Middle Deck	Window, Scuttle, Plan (Including Frech Balcony) - Details, Arrangement & Cut-out	Note 1
65	Outfit	Middle Deck, Roof Top	Navigation Lights, Search Lights, Aldis Lamp - Foundation drawings	
66	Outfit	Roof Top	Mast Fabrication drawing	
67	Outfit	Roof Top	Tarpaulin, Canvas Hatch Tents Installation Details	Note 1
68	Outfit	Below Main Deck	Fixed Fire Extinguishing System for category 'A' machinery Spaces	
69	Outfit	Below Main Deck	Nesting for Hull Skin Markings - As per the Key Plans	

#### Note:

Yard Inputs will be provided in the form of Key Plans, Equipment Details, Required Arrangements as per standard practice / Owner's Requirements.

## 4 MACHINERY ARRAGEMENT DRAWINGS

4.1. Machinery arrangement drawings shall include drawings / documents mentioned in Table B01.4.1 with respect to room /deck arrangement plan.

		Tabel B01.4.1	
Sr. No.	Space Category	Drawing details	Remarks
1	Below Main Deck	Bow Thruster Room	Note 1
2	Below Main Deck	FW Plant Room	Note 1
3	Below Main Deck	Paint Stores	-
4	Below Main Deck	Stores	Note 1
5	Below Main Deck	Laundry	Note 1
6	Below Main Deck	Crew Dining & Galley	Note 1
7	Below Main Deck	Multi-Purpose Store	-
8	Below Main Deck	Machinery & Workshop	-
9	Below Main Deck	Auxiliary Machinery Space	Note 1
10	Below Main Deck	Chemical Store	-
11	Below Main Deck	Sewage Treatment Plant Room	Note 1
12	Below Main Deck	Machinery Control Space	Note 1
13	Below Main Deck	Engine Room	Note 1
14	Below Main Deck	Steering Gear Room	Note 1
15	All Decks	Passenger Accommodation Layout (All Decks)	Note 1
16	All Decks	Wooden Flooring Arrangement (All Decks)	Note 1
17	All Decks	Passenger Lift	Note 1
18	Main Deck	Hotel Operation Storage	Note 1
19	Main Deck	Rest Room & Office Space	Note 1
20	Main Deck	Passenger Dining Hall	Note 1
21	Main Deck	Galley	Note 1
22	Main Deck	Dry Store	Note 1
23	Main Deck	Chiller Room	Note 1
24	Main Deck	Freezer Room	Note 1
25	Main Deck	CO2 Room	-
26	Main Deck	Rubbish Room	Note 1
27	Main Deck	Outdoor AC Units	-
28	Middle Deck	Wheelhouse	-
29	Middle Deck	Giftshop & Rest rooms	Note 1
30	Middle Deck	Library	Note 1
31	Middle Deck	Lounge	Note 1
32	Middle Deck	Beverage Store	Note 1
33	Middle Deck	Open Space at Middle Deck	Note 1
34	Upper Deck	Gift Shop	Note 1
35	Upper Deck	Massage Rooms	Note 1
36	Upper Deck	Gym	Note 1
37	Upper Deck	Dish Washing Area & WC	Note 1
38	Upper Deck	Sky Bar	Note 1

Note:

<sup>1)</sup> Yard Inputs will be provided in the form of Key Plans, Equipment Details, Required Arrangements as per standard practice / Owner's Requirements.

## 5 PIPING PRODUCTION DRAWINGS

5.1. Piping production drawings including pipe fabrication (spool) drawings, pipe support fabrication drawings, required bill of materials for pipe and pipe support fabrication drawings, pipe yard plans, fabrication drawings, arrangement drawings for HVAC ducts and fabrication drawing for HVAC duct supports etc as per block division plan or as per mutually agreed area vise drawings for the piping systems as indicated in Table B01.5.1 shall be included in the scope of supply.

	Table B01.5.1		
SI no	SI no Discipline Drawing details		Remarks
1	Piping	Bilge & Fire System - Spool, Arrangement, BOM, Pipe Support	
2	Piping	Fuel Oil System - Spool, Arrangement, BOM, Pipe Support	
3	Piping	Pressurised Sprinkler System - BOM, Spool, Arrangement	
4	Piping	Air, Vent, Sounding System - Spool, Arrangement, BOM, Pipe Support	
5	Piping	Sanitary & Scupper System - Spool, Arrangement, BOM, Pipe Support	
6	Piping	Sewage treatment System - Spool, Arrangement, BOM, Pipe Support	
7	Piping Fresh Water System - Spool, Arrangement, BOM, Pipe Support		
8	8 Piping Hot Water System - Spool, Arrangement, BOM, Pipe Support		
9	Piping	Sea Water Cooling System - Spool, Arrangement, BOM, Pipe Support	
10	Piping	Machinery Exhaust System - Spool, Arrangement, BOM, Pipe Support	
11	Piping	Hydraulic System - BOM, Arrangement	
12	12 Piping CO2 - BOM, Arrangement (Only in Engine Room)		
13	Piping	HVAC - BOM, Spool, Arrangement (Excl. Passenger Accommodation)	
14	Piping	HVAC - BOM, Spool, Arrangement (In Passenger Accommodation)	Note 1

#### Note:

- 1) Yard Inputs will be provided in the form Key Plans.
- 2) Piping inside accommodation spaces not included.

#### 6 ELECTRICAL OUTFIT DRAWINGS

6.1. Drawings pertaining to electrical outfitting as mentioned in Table B01.6.1 shall be included in the scope of supply.

	Table B01.6.1				
SI No	Discipline	Drawing	Remark		
1	Electrical	Cable Schedule	Note 1		
2	Electrical	Cable Way Routing	Note 1		
3	Electrical	Cable Way Coaming Details	Note 1		
4	Electrical	Cable tray Support	Note 1		
5	Electrical	Electrical Equipment Disposition & Cable Termination	Note 1		
6	Electrical	Instrumentation & Automation list	Note 1		
7	Layout, Wiring & Connection Diagram	Lighting System	Note 1		
8	Layout, Wiring & Connection Diagram	Communication & Navigation Equipment			
9	Layout, Wiring & Connection Diagram	Fire Detection & Alarm System			
10	Layout, Wiring & Connection Diagram	Power System			
11	Layout, Wiring & Connection Diagram	Control & Monitoring System			
12	Layout, Wiring & Connection Diagram	CCTV & Internet System	Note 1		

	Table B01.6.1 (continued)				
SI No	Discipline	Drawing	Remark		
13	Layout, Wiring & Connection Diagram	Passenger & Crew Warning System	Note 1		
14	Layout, Wiring & Connection Diagram	TV, Sound & PA System	Note 1		
15	Layout, Wiring & Connection Diagram	Projector System	Note 1		
16	Disposition	Lights, Sockets, Switches etc. Fitment Coordinates			
17	Disposition	Internal Communication System Fitment Coordinates			

#### Note:

- 1) Yard inputs will be provided.
- 2) Cabling inside accommodation spaces not included.

## 7 ACCOMMODATION OUTFITTING DRAWINGS

7.1. Drawings pertaining to accommodation outfitting as mentioned in Table B01.7.1 shall be included in the scope of supply.

	Table B01.7.1				
SI No	Discipline	Drawing	Remark		
1	Accommodation	LSA & FFA Items Fitment Coordinates	Note 1		
2	Accommodation	Wheelhouse windows			
3	Accommodation	Gangway			

## **8 DESIGN SUPPORT DOCUMENTS**

8.1. Design support documents included in the scope is mentioned in Table B01.8.1

	Table B01.8.1					
SI No	Discipline	Drawing	Remark			
1	Design Support	Purchase Technical Specification / SOTR				
2	Design Support	Technical Evaluation Reports				
3	Design Support	Purchase Order Technical Specification				
4	Design Support	Onboards Trials, River Trials Protocols				
5	Design Support	Weight Monitoring Sheet				
6	Design Support	Consolidated Bill of Materials				
7	Design Support	Launching Calculation				
8	Design Support	As Fitted Drawings				

## 9 OTHER DOCUMENTS

- 9.1. All documents pertaining to review of Basic Design drawings.
- 9.2. All drawings pertaining to Basic Design but not included in Yard Scope.
- 9.3. All documents required for obtaining necessary certification applicable for the vessel.



# **ENCLOSURE B02 – PRELIMINARY EQUIPMENT LIST**

REFERENCE: Annexure B of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

1	PRELIMINARY EQUIPMENT LIST	

# 1 PRELIMINARY EQUIPMENT LIST

1.1. The preliminary list equipment list is mentioned in Table B02.1.1.

	Table B02.1.1
SI no	EQUIPMENTS / ITEMS
1	Drain Plug
2	Manhole
3	Ladders, rungs, dog steps and hand grips
4	Plates
5	Profiles
6	Laundry equipment
7	Store room equipment
8	Store / Mach rooms equipment
9	Deck levelling compound - underlay
10	Galley
11	Thermal and sound insulation
12	Gym equipment
13	Cables
14	Weathertight / Watertight Doors and Hatches, except internal doors in passenger accommodation area
15	Windows, doors and side scuttles including French balconies passenger area
16	Galley, scullery, under counters
17	Crew mess and galley
18	Dry provision
19	Elevator
20	Garbage room equipment
21	Wheelhouse windows
22	Ventilation system
23	Air conditioning system
24	Freezer room equipment
25	Chiller room equipment
26	Laundry equipment
27	Anchor
28	Anchor chain
29	Windlass
30	Bollards
31	Fenders
32	Ramps and gates
33	Tender Boat
34	Davit for tender boat
35	Gangway
36	Hand rails
37	LSA FFA items
38	System paint
39	Anodes
40	Tarpaulin
41	Main engine
42	Anti-vibration mountings

	Table B02.1 (continued)
SI no	EQUIPMENTS / ITEMS
43	Gear box
44	Propulsion system
45	Bow thruster
46	Rudder
47	Steering gear
48	Bilge / fire pump
49	Mud box
50	Hose and hose box
51 52	Bilge alarm system
53	System pipes System valves
54	High pressure washer
55	Fuel oil transfer pump
56	Emergency hand pump
57	Quick closing valves
58	Air vent hood
59	Sanitary pump
60	Scuppers
61	STP
62	Sewage pump
63	Fresh water generator
64	Waste water treatment plant
65	Fresh water pump
66	Hot water circulating pump
67	Calorifier
68	Fresh water heater
69	Oily water separator
70	Main diesel generator
71 72	Harbour diesel generator
73	Battery Main switch board
74	Internet system
75	Passenger and crew warning system
76	Switches and sockets
77	Mast
78	Navigational aids
79	Magnetic compass
80	AIS (Class B)
81	GPS
82	Binoculars
83	Echo sounder
84	Communication equipment
85	VHF system
86	Internal communication
87	PA system

	Table B02.1 (continued)				
SI no	EQUIPMENTS / ITEMS				
88	Auto telephone system				
89	GMDSS				
90	Navigational lights				
91	Navigational light control panel				
92	Aldis lamp				
93	Navigational shapes				
94	Navigational signals				
95	Electrical communication cable				
96	Power cables				
97	CCTV system				
98	Emergency light				



## **ENCLOSURE B03 – LIST OF BASIC DESIGN DRAWINGS**

REFERENCE: Annexure B of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

1	BASIC DESGN DRAWINGS	 

# 1 BASIC DESGN DRAWINGS

1.1. The basic design drawings provided by Hooghly CSL is mentioned in Table B03.1.1

SI. No.	Domain	Table B03.1.1  Drawing Description		
1	Electrical	Electrical equipment arrangement Wheel house top and Antenna arrangement		
2	Electrical	Arrangement of bottom equipments		
3	Electrical	Arrangement of internal communication		
4	Electrical	Lights, Sounds & Signals Plan		
5	Electrical	Arrangement of Fire Detection and Alarm System		
6	Electrical	Electrical AC Load Analysis		
7	Electrical	Eelctrical DC Load Analysis		
8	Electrical	Arrangement of CCTV system		
9	Electrical	Electrical AC and DC system - Single Line Diagram		
10	Electrical	Main Power Distribution Scheme		
11	Electrical	230V AC Power Distribution Scheme		
12	Electrical	24V DC Power Distribution system		
13	Electrical	Electrical Equipment Arrangement		
14	Electrical	Main Cable Routing Arrangement		
15	Electrical	Normal and Emergency Lighting Arrangement - Above Main Deck		
16	Electrical	Normal and Emergency Lighting Arrangement - Below Deck		
17	Hull and Structure	Midship Section		
18	Hull and Structure	Profile and Deck Plan		
19	Hull and Structure	Transverse Sections		
20	Hull and Structure	Superstructure Construction		
21	Hull and Structure	Watertight Transverse and Longl Bulkheads (incl. Tanks)		
22	Hull and Structure	Aft End Construction		
23	Hull and Structure	Fore End Construction		
24	Hull and Structure	Shell Expansion		
25	Hull and Structure	Welding Table		
26	Hull and Structure	Standard Structural Details		
27	Hull and Structure	Foundation for Main Engine		
28	Hull and Structure	Foundation for DG		
29	Hull and Structure	Foundation for Gearbox		
30	Hull and Structure	Mast Construction		
31	Hull and Structure	Hawse pipe, Chain pipe and Anchor pocket structural details		
32	Hull and Structure	Shaft bracket construction		
33	Hull and Structure	Rudder Table Construction		
34	Hull and Structure	Bollard and Capstan Reinforcement		
35	Hull and Structure	Seachest Structure		
36	Hull and Structure	Structure iwo Tender Boat - Drawing		
37	Hull and Structure	Structure iwo Tender Boat Davit - Drawing		
38	Hull and Structure	Structure iwo Pump jet/Bow Thruster		
39	Hull and Structure	General Arrangement		
40	Hull and Structure	Anchoring and Mooring Calculation (Equipment Number)		

Table B03.1.1					
SI. No.	Domain	Drawing Description			
41	Hull and Structure	Gangway/Ramp Arrangement for entry to Tender Boat (incl. structural details)			
42	Hull and Structure	Preliminary Tonnage Calculation			
43	Hull and Structure	Final Tonnage Calculation			
44	Hull and Structure	Docking Plan			
45	Hull and Structure	Operating Manual			
46	Accommodation	LSA & FFA Plan			
47	Hull Outfit	Escape Plan			
48	Hull Outfit	Draught And Freeboard Marking			
49	Hull Outfit	Hull Marking			
50	Hull Outfit	Vessel Name & Marking			
51	Hull Outfit	Arrangement of Fenders			
52	Hull Outfit	Arrangement of Vertical Ladders			
53	Hull Outfit	Arrangement of Anode			
54	Hull Outfit	Arrangement of Manholes & Hatches			
55	Hull Outfit	Arrangement of Anchoring System Equipment incl. Anchor, Windlass etc.			
56	Hull Outfit	Arrangement of Bollard on Main deck			
57	Accommodation	Door plan			
58	Hull Outfit	Bulwark and Handrail Arrangement			
59	Accommodation	Insulation Plan			
60	Machinery and Piping	Machinery Arrangement Main Deck (Preliminary)			
61	Machinery and Piping	Machinery arrangement Below Main Deck (Preliminary)			
62	Machinery and Piping	Overboard Pipes Arrangement			
63	Machinery and Piping	Arrangement of Sea Inlets			
64	Machinery and Piping	Preliminary Rudder Arrangement			
65	Machinery and Piping	Machinery Room Ventilation Arrangement			
66	Machinery and Piping	Sewage & Sanitary Discharge System Schematic			
67	Machinery and Piping	Domestic Fresh Water System Schematic			
68	Machinery and Piping	Preliminary Shafting Arrangement			
69	Machinery and Piping	Fuel Oil System Schematic			
70	Machinery and Piping	Sea Water Cooling System Schematics			
71	Machinery and Piping	Fresh Water-Cooling System Schematics			
72	Machinery and Piping	Exhaust System Schematic			
73	Machinery and Piping	Bilge & Fire System Schematics			
74	Machinery and Piping	Scupper & Drain System Schematics			
75	Machinery and Piping	Air vent & Sounding System Schematics			
76	Stability	Lines Plan			
77	Stability	Tank Plan			
78	Stability	Preliminary Stability Manual - Intact and Damage			
79	Stability	Inclining Test Procedure			
80	Stability	Inclining Test Report			
81	Stability	Final Stability Manual - Intact and Damage			



# **ENCLOSURE B04 – CHANGE REQUEST EVALUATION**

REFERENCE: Annexure B of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel

(Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

## Contents

1	CHANGE REQUEST EVALUATION	
2	FORMAT FOR CHANGE REQUEST EVALUATION	

## 1 CHANGE REQUEST EVALUATION

- 1.1. All requests for changes by Hooghly CSL shall be evaluated by the Design Firm using the standard format mentioned below.
- 1.2. The Project Manager of Design Firm shall evaluate the effect of this change. The technical effect of the change shall be described and an estimation provided for the additional man hours required and the effect on schedule, if any, and shall be sent to Hooghly CSL for approval. The Design Firm shall start the work only after obtaining the approval for the respective change from the Hooghly CSL.

## 2 FORMAT FOR CHANGE REQUEST EVALUATION

CHANGE REQUEST EVALUATION							
Hooghly CSL Project Number		Project Name:					
		Client:					
Type of Change		CHANGE REQUEST NO:					
Design Chane		ORIGINATOR:					
Suggested Change		ORIGINATOR:					
Interpretation							
REF DRAWING:							
CHANGE DESCRIPTION (if required provide attachment):							
		[	Date:				
TECHNICAL EFFECT (describe additional work):							
	Date:						
EFFECT ON TIME: ADDITIONAL MAN HOURS: EFFECT ON SCHEDULE:							
			Date:				



## ANNEXURE C – PRICE BID FORMAT

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

## Contents

1	PRICE BID	2
2	FORMAT	5

## 1 PRICE BID

- 1.1. Tenderer to Quote on GeM Portal against each Line extracted from BOQ. Price bid format shall be as per the format provided.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

## 2 FORMAT

SI. No.	Description	Qty	UOM	Rate - INR	Total Amount (INR)
1	Hull Modelling & Production drawings		LS		
2	Hull Outfit Modelling & Drawings	1	LS		
3	Machinery Piping Outfit Modelling & Drawings	1	LS		
4	Electrical Outfit Modelling & Drawings	1	LS		
5	Other Documents & Yard Support including PTS, Tech Evaluation, POTS, Calculations etc.	1	LS		
6	Deployment of engineers for Onsite Support	1	LS		
7	CADMATIC Licence (Hull, Outfit & Ancillary)	1	LS		
	Total Amount				
	IGST/GST @ %				
	Grand Total				
	Grand total in words				

Signature:	
Name:	
Designation:	
Date:	

#### Instructions

- 1. Bidder has to submit the price bid as per the format provided.
- 2. L1 Bidder shall be evaluated based on the combined cost of all the items excluding GST.



## ANNEXURE D – ADDITIONAL PRICE BID

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River

Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

## Contents

1	ADDITIONAL PRICE BID	
2	FORMAT	

## 1 ADDITIONAL PRICE BID

- 1.1. The tenderer shall also submit the rates for additional works in the format provided. The same shall be submitted in a separate password-protected file and the password shall be shared only after a request from Hooghly CSL.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer.
- 1.3. Additional price bid wont be considered for financial evaluation for selection of Design Firm.

## 2 FORMAT

SI. No.	Description	Qty	UOM	Rate - INR	Total Amount (INR)
1	Manpower rate for additional / revision works for Team Leader / Project Manager / Design Engineer	1 man day	LS		
2	Manpower rate for additional / revision works for Design Assistant	1 man day	LS		

Price bid instructions:

Bidder to submit the additional price bid as per the format provided.

Quote shall be submitted after referring the tender documents.

Signature:

Name:

Designation:

Date:



# ANNEXURE E – COMMERCIAL TERMS AND CONDITIONS

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

#### Contents

1	DESCRIPTION OF WORK	2
2	CLARIFICATIONS	2
3	POWER OF ATTORNEY	2
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15	CANCELLATION OF ORDER AND RISK CONTRACTING	
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17	SAFETY PERSONNEL AND FIRST AID	6
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#### 1 DESCRIPTION OF WORK

1.1. The Design Firm shall do advanced basic design, detailed design (3 D modelling, preparation of drawings, and other design related works mentioned in Annexure B – Scope of Work) and production documentation towards construction of two (2) nos. of eighty (80) pax river cruise vessel in CADMATIC software. The firm shall also hold the end-to-end responsibility of design from the receipt of the basic design till the delivery of the vessel.

## 2 CLARIFICATIONS

2.1. Firm shall obtain clarifications, if any and carefully study the documents and the scope of services, before submitting the offer.

#### 3 POWER OF ATTORNEY

- 3.1. 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.
- 3.2. 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 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.
- 3.3. Format for the same is placed at Enclosure E01.

#### 4 WORK PROGRESS SCHEDULE

- 4.1. Period of contract will be 24 months for Two vessels (as per scope derived in Annexure-B) from the date of execution of agreement.
- 4.2. The contract shall commence within 10 days from placement of Work order.
- 4.3. Tentative Milestone Dates for both vessels is as below:

Description	1st Vessel	2 <sup>nd</sup> Vessel
Steel Cutting	Oct 2025	April 2026
Keel Laying	Dec 2025	Sept 2026
Launching	Oct. 2026	Sept. 2027
Testing & Trials	May 2027	Mar 2028
Delivery	July 2027	June 2026

4.4. Tentative drawing submission schedule to be followed as below: -

D+1 to D+5 Months Deliverables:

Block drawings and Nesting Plan

D+12 Months Deliverables:

Piping System Arrangement drawings & BoM, Pipe Spool Fabrication drawings, Machinery drawing, structural outfit fabrication (Part of Outfit Drawing), Pipe support Fabrication & Installation drawings, Equipment Disposition and Penetration drawings (pipes, ducts).

D+12 Months Deliverables:

Electrical Arrangement Drawings, BoM and Penetration drawings (Cable/Cable tray penetration)

D+15 Months Deliverables:

Remaining Outfit Drawing & other Balance drawings as per the list of drawings.

D+15 Months Deliverables:

Preparation of the Onboard Trials and Commissioning procedure/protocol, Sea trial procedures/protocol and docking & construction keel block arrangement

For 1<sup>st</sup> vessel – D+19 Months Deliverables For 2<sup>nd</sup> vessel – D+35 Months Deliverables As fitted drawings.

\*D shall be issue of basic design and equipment details which is tentatively 15 days after placing the Work Order. Submission of some drawings may be preponed/postponed as per yard requirements which shall be intimated to the Design firm in advance.

## 5 METHOD OF AWARDING CONTRACT

- 5.1. Contract will be concluded with Bidder qualifying technically, agreeing to Techno Commercial conditions and emerging as L1 based on the total price quoted in price bid in Enclosure C02.
- 5.2. Hooghly CSL reserves the right purchase the viewer license directly, and in such case, the scope of supply of viewer license to Hooghly CSL shall not be placed on the contractor.
- 5.3. Hooghly CSL reserves the right to cancel the tender if required.

## **6 VALIDITY**

- 6.1. The offer should be valid for a minimum period of three (3) months of date of Techno-Commercial Bid opening.
- 6.2. The quoted rate shall be valid for entire duration of the work.

#### 7 RATE

7.1. Rate are to be quoted in the Price Bid format at Annexure C.

## 8 TAXES AND DUTIES

- 8.1. GST shall be applicable extra on the prescribed work. You 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.

## 9 PAYMENT

- 9.1. Being a Design partner for the project, the payment is also being linked with the project milestones as follows:
  - i. Stage I: 30% of contract value on completion of Hull Structure Modelling & Delivery of Production drawings.
  - Stage II: 20% of contract value on delivery of 50% of drawings pertaining to the discipline of machinery / hull outfitting and electrical outfitting.
  - iii. Stage III: 30% of contract value on delivery of 50% of drawings pertaining to the discipline of machinery / hull outfitting and electrical outfitting.
  - iv. Stage IV: 10% of contract value on submission of as fitted drawings post incorporation of Comments from Yard & Owner in the issued drawings/Model.
  - v. Stage V: 5% of Contract Value on 1st Vessel delivery.

- vi. Stage VI: 5% of Contract Value on 2<sup>nd</sup> Vessel delivery.
- 9.2. Payment shall be made within 30 days from submission of invoice supported by the work completion certificate duly signed by Hooghly CSL Design representative.
- 9.3. 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 Hooghly CSL.

## 10 SECURITY DEPOST

- 10.1. The successful tenderer shall remit 3% of the value of the contract as security deposit/performance guarantee within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of Hooghly CSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work.
- 10.2. Security Deposit will be released on certification of satisfactorily completion of the contract and handing over of all the documents to Hooghly CSL and no liability to Hooghly CSL by Officer-in charge.
- 10.3. No interest shall be payable on Security Deposit for the period of its pendency.

## 11 LIQUIDATED DAMAGES

- 11.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, for any reason other than force majeure conditions, will be recovered at the rate of half percent of the value of the contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.
- 11.2. For better clarity, order values mentioned in LD clause are values excluding duties and taxes (Basic value). Liquidated damages, if any, shall be decided and settled only after the completion of the entire project but prior to the release of Final stage Payment.
- 11.3. If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to Hooghly CSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.
- 11.4. Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period without any additional cost to Hooghly CSL.

#### 12 TERMINATION AND LIMITATION OF LIABILITY

- 12.1. This contract may be terminated upon the occurrence of any of the following events
- 12.2. By agreement in writing of the parties hereto;
- 12.3. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within fifteen (15) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
- 12.4. By the other party, upon either party;
  - (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.
- 12.5. For fraud and corruption or other unacceptable practices.
- 12.6. 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.

- 12.7. Hooghly CSL may by notice in writing to Agency terminate the order after issuing due notice i.e., 30 days' notice period. Hooghly CSL shall be entitled to compensation for the loss limited to the order value.
- 12.8. Liability maximum that can be claimed by the Agency shall be limited to what is due to be and has been paid by Hooghly CSL for work done as per the payment milestones.

## 13 ARBITRATION AND JURISDICTION

- 13.1. Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract.
- 13.2. 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 hereto. The arbitration will be done by a Board comprising one arbitrator nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.
- 13.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Kolkata/Howrah.
- 13.4. Language of Arbitration: The Language of arbitration shall be English.
- 13.5. Governing Law: The contract shall be governed by Indian Law.
- 13.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata/Howrah.

## 14 SECRECY AND RESTRICTION ON INFORMATION TO MEDIA

- 14.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of Hooghly CSL.
- 14.2. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of Hooghly CSL.
- 14.3. The agency shall sign a Non-disclosure Agreement with HOOGHLY CSL along with the contract. Refer Annexure 1 also in this regard.

### 15 CANCELLATION OF ORDER AND RISK CONTRACTING

15.1. In the event the Agency fails to complete the work promptly and satisfactorily as per the terms of the order, and if any work is delayed beyond thirty (30) days from the agreed schedule, Hooghly CSL, without prejudice, reserves the right to cancel the order and get the work done at Agency's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

## **16 FORCE MAJEURE**

16.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of God or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, Hooghly CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

## 17 SAFETY PERSONNEL AND FIRST AID

- 17.1. The Agency 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. In this regard, the Agency will have to fully indemnify Hooghly CSL against any claims made by his workmen/other personnel.
- 17.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. Hooghly CSL will not be responsible for any injury or illness to the Agency's workmen/other personnel during execution of the works due to whatsoever reasons.
- 17.3. The Agency 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.

#### 18 LABOUR LAWS AND REGULATIONS

- 18.1. The Agency 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.
- 18.2. The Agency 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 & 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 him and his workmen employed by him. The Agency shall inform HOOGHLY CSL his license number from the Central Labour Commissioner.
- 18.3. All Persons, 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 personnel in the Company. In Case 1, All such insured Persons should carry with them their ESI Identity Card for verification by the authorities. No Persons without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 18.4. The Agency 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 Contract cell 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.
- 18.5. The Agency 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.
- 18.6. If the Agency fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, Hooghly CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by Hooghly CSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to guestion or challenge such deductions, adjustments or payment made by Hooghly CSL.
- 18.7. Any other amount payable under any law or in respect of any person employed by the Agency, if not paid by him, shall be deducted or adjusted by Hooghly CSL out of any amount payable to the Agency including any Security Receipt and paid ever or withheld for payment by Hooghly CSL.
- 18.8. The Agency 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 Agency shall take appropriate action against such workmen. The Agency shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.

- 18.9. All persons who are engaged for various works in Hooghly CSL either directly or through Agency/contractors, should produce the following documents prior to issuing their entry passes:
- 18.10. Passport/Aadhaar attested copy of passport with photo and address particulars.

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- 18.11. 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.)
- 18.12. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.
- 18.13. Agency shall familiarize themselves with the labour rules & regulations.

#### 19 OVER WRITING AND CORRECTIONS

19.1. 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

#### 20 OTHER TERMS AND CONDITIONS

- 20.1. Quality of services shall conform to the specification/ standards laid down by Hooghly CSL.
- 20.2. Hooghly CSL reserves the right to accept / reject any offer.
- 20.3. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Officer-in-charge's decision will be final and binding on the bidder.
- 20.4. Compliance of all statutory safety requirements and other safety rules stipulated by Hooghly CSL and other applicable statutory bodies shall be the responsibility of the Agency while working at Hooghly CSL premises. The Agency should ensure that their workmen and staff are adequately covered under Insurance.
- 20.5. The service provider shall have to engage men on round the clock basis and also on Sundays and holidays, and no extra charges will be paid by Hooghly CSL for such requirements arising during critical phases of the project. Service has to be completed to the satisfaction of Hooghly CSL officer in-charge.
- 20.6. The service provider shall indemnify Hooghly CSL 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 Hooghly CSL.
- 20.7. The service provider shall also be governed by the General Conditions of Contract of Hooghly CSL, General Safety Rules and other relevant labour laws.
- 20.8. Manager (Naval Architecture) or his authorized representative will be the Office-in-charge of this contract.

### 21 ENCLOSURES

#### LIST OF ENCLOSURES

1	ENCLOSURE E01	Power of Attorney
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# **ENCLOSURE E01 – POWER OF ATTORNEY**

REFERENCE: Annexure E of Tender Enquiry for Advanced Basic Design,

Detailed Design and Production Documentation for Two (2)

Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

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# Contents

1	POWER OF ATTORNEY	2
2	FORMAT / SAMPLE	

## 1 POWER OF ATTORNEY

1.1. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. The sample is mentioned below.

## 2 FORMAT/SAMPLE

POWER OF ATTORNEY (On Applicant's letter head)

(Date and Reference) Τo The Assistant General Manager (Technical) Project Manager (River Cruise Vessel) Hooghly Cochin Shipyard Limited Satyen Bose Road P.O. Danesh SK Lane, Howrah West Bengal-711 109 Subject: Power of Attorney below, is hereby appointed as the Authorized Representative and authorized on behalf of 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 of the officer

Designation

Signature

Date

Company Seal



# **ANNEXURE F – DEVIATION LIST**

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

1	DEVIATION LIST	
2	FORMAT	

# 1 DEVIATION LIST

- 1.1. Deviation if any, in the offer submitted from that of the tender enquiry in any form should be furnished in a separate document titled as Deviation List failing which it will be presumed that all the terms and conditions are acceptable.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 FORMAT

2.1. Firm shall obtain clarifications, if any and carefully study the documents and the scope of services, before submitting the offer.

SI no	Tender document Clause reference	Deviation	Remark

Signature:	
Name:	
Designation:	

Date:



# ANNEXURE G – NON-DISCLOSURE AGREEMENT

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

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# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

1	NON-DISCLOSURE AGREEMENT	2
2	FORMAT / SAMPLE	

## 1 NON-DISCLOSURE AGREEMENT

1.1. Documents for generating the costing part (Vessel GA, Equipment details) will be provided to authorized representatives of bidding companies who present a signed Non-Disclosure Agreement (NDA, as per format provided along with an official authorization letter.

## 2 FORMAT/SAMPLE

#### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred as "NDA") is entered on this by and between;
Hooghly Cochin Shipyard Limited, a Government of India Enterprise under the Ministry of Port, Shipping and Waterways incorporated as a company under the Companies Act, 1956 and having its registered office Nazirgunge, Howrah – 7111109, West Bengal, represented by(Name & Designation) (hereinafter referred as "Hooghly CSL", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART.
AND
, a Company / LLP / Partnership / Educational Institution / Charitable Society / Trust / Proprietorship incorporated under the Companies Act 1956 (No1 of 1956) and having its registered office / principal place of Business at (Full postal address) represented by(Name & Designation & PAN in case of Proprietary concern) (hereinafter referred as "", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART.
For the purpose of this NDA, both "Hooghly CSL" and "" are collectively called "Parties" and individually called "Party".
Whereas –  a. Parties wishes to pursue discussions and negotiation with each other for exploring the possibilities of entering into a potential commercial arrangement in connection with (hereinafter referred as "Business").
b. Parties contemplates that in connection with the proposed Business, both Parties may exchange certain information, material and documents relating to each other's Business, assets, financial condition, operations, plans and/or prospects of their Businesses (hereinafter referred as "Confidential information"), where each of them considers the same as proprietary and confidential.
NOW THIS NDA WITNESSTH HEREIN AS FOLLOWS
<ol> <li>This NDA shall be deemed to have been commenced from the date of its execution and be valid for a period of 10 years from the date of commissioning of the Business or the termination of any agreement or Memorandum of Understanding in connection with the Business whichever is earlier.</li> </ol>
2. Confidential information for the purpose of this agreement shall mean and include any information disclosed by

3. The Receiving Party shall under no circumstances disclose, reproduce, summarize and/or distribute Confidential Information and confidential materials of the Disclosing Party except in connection with the Business.

one party (hereinafter referred as "Disclosing Party") to the other (hereinafter referred as "Receiving Party") either directly or indirectly, in writing, orally, by inspection of tangible objects including but not limited to, documents, prototypes, samples, media, documentation, discs and code. Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, Business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future Business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third

parties on behalf of the Disclosing Party.

- 4. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
- 5. Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
- 6. Receiving Party shall within Seven (7) days from the receipt of any written instruction from the Disclosing Party either return or destroy all originals, copies, reproductions and summaries of confidential information disclosed to the Receiving Party as Confidential information. Receiving Party further agrees to certify in writing to the disclosing party that it has satisfied its obligations under this clause. Provided the Receiving Party may retain a copy of such confidential information, if it is necessary to produce before any governmental or quasi-judicial authority.
- 7. Unless otherwise specifically agreed under this agreement, the Receiving Party shall disclose the confidential information only to its employees who are essential to know such information for the purpose of the Business under this agreement, on a need-to-know basis. In case, the receiving party needs to disclose any such confidential information with a third party for the Business, then the same shall be intimated in writing to the Disclosing Party and the Receiving Party shall enter into a Non-Disclosure Agreement with such third party in similar lines with this NDA so as to protect the interests of the Disclosing Party.
- 8. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:
  - a. Is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);
  - b. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or
  - c. Is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.
  - d. In the event, either party is receipt of any summons or directions arising out of any administrative or judicial process and is mandated to disclose any such information which shall fall within the meaning of confidential information under this NDA, then such Party who is in receipt of such instruction shall promptly notify the same to the Disclosing Party in writing along with a copy of such instruction/notice within 3 days from the date of receipt of such instruction.
  - e. Receiving Party shall disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.
- 9. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this NDA. This Section shall survive the termination of this NDA for any reason.
- 10. Notwithstanding any other provision of this NDA, the obligations of confidentiality and non-disclosure as outlined in this NDA shall commence from the date of its execution and shall remain in full force and effect indefinitely thereafter, continuing perpetually beyond the termination, expiration or completion of any business relationship or engagement between parties involved.

- 11. Unless otherwise specifically agreed between the Parties under this NDA, neither Party shall use other Party's name, intellectual property rights nor disclose the contents of the Business in any publication, press release, broadcasting etc. For the purpose of this NDA, any intellectual property that originates from or is developed by either party prior to the execution of this NDA shall remain the exclusive property of that party.
- 12. That, the Parties to this NDA agrees that, the terms and conditions of this agreement and the confidential information in pursuance to this NDA are of a special, unique and extra ordinary character and that an impending or existing breach of any of the provisions of this agreement would cause the other party irreparable injury for which it would have no adequate remedy at law and further agrees that the other party shall be entitled to obtain injunctive relief immediately prohibiting such breach without limiting their rights to get any other appropriate legal remedies. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss nor any lost profits, savings or Business opportunity regardless of whether a Party was advised of the possibility of the damage or loss asserted.
- 13. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this NDA. This obligation shall include but not limited to the court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this NDA, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- 14. Parties to this NDA agrees that, neither party is obliged to disclose all or any of the confidential information in pursuance to this NDA for any purpose other than that is specifically agreed hereunder. Parties are at their liberty to disclose any information to the other party under this NDA as it deems fit for the purpose of the Business.
- 15. In case any provision in this NDA shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 16. This NDA is executed in duplicate, one copy for each party and each copy bearing the same legal effect.
- 17. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this NDA. Parties to this NDA are neither an agent of the other party nor authorized to obligate it.
- 18. If either party hereto at any time fails to require performance by the other of any provision of this NDA, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this NDA be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this NDA.
- 19. Unless otherwise specifically agreed between the Parties, this NDA doesn't create any obligations upon the Parties that, they shall enter into a Memorandum of Understanding or any other commercial agreement based on the discussions and disclosures under this NDA.
- 20. Except as otherwise expressly provided herein, this NDA is not assignable by any party.
- 21. In case of any dispute or differences arising out of this Agreement, then the same shall be settled amicably between the Parties by way of discussions or negotiation. If such dispute or differences could not be resolved within sixty (60) days from the date of commencement of such discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.
- 22. This NDA shall be governed by the laws of India. Subject to clause 21, any dispute or differences arising out of this NDA shall fall under the exclusive jurisdiction of courts at Howrah.
- 23. This NDA shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

IN WITNESS WHEREOF the parties hereto have executed this NDA as of the day and year first above written.

For HOOGHLY CSL For

Signature Signature

Name of the officer Name of the officer Designation Designation Date

Date

Witness 1 Witness 1

Witness 2 Witness 2



# **ANNEXURE H – INTEGRITY PACT**

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

# Contents

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## 1 INTEGRITY PACT

1.1. As per the requirement of the Government of India (Central Vigilance department), Hooghly CSL and the SUPPLIER have to sign an INTEGRITY PACT for the high-value contracts, to ensure transparency, equity, and competitiveness in public procurement. The bidder has to sign the Integrity Pact and submit the same along with the offer.

#### 2 FORMAT

#### INTEGRITY PACT

#### 1. GENERAL

WHEREAS the Hooghly CSL proposes to avail servicee (Name of the Stores/ Equipment/Item) on behalf of IHQ MoD (Navy) / Directorate of Naval Design (SSG)and the BIDDER/Seller is willing to offer/has offered the services

And

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted under the relevant law in the matter and the Hooghly CSL is a Government of India PSU.

NOW, THEREFORE,

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

Enabling the Hooghly CSL to obtain the desired said sevice at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by assuring them that their competitors will also abstain from bribing and other corrupt practices and the Hooghly CSL will commit to preventing corruption, in any form, by its officials by following transparent procedures.

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

#### 2. COMMITMENTS OF THE HOOGHLY CSL

- 2.1. The Hooghly CSL undertakes that no official of the Hooghly CSL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 2.2. The Hooghly CSL will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

- 2.3. The officials of the Hooghly CSL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Hooghly CSL with full and verifiable facts and the same is prima facie found to be correct by the Hooghly CSL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Hooghly CSL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Hooghly CSL the proceedings under the contract would not be stalled.

#### 3. COMMITMENT OF BIDDERs

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Hooghly CSL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Hooghly CSL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3. BIDDERs of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERs shall disclose their foreign principals or associates, if any.
- 3.4. BIDDERs shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 3.5. The BIDDER further confirms and declares to the Hooghly CSL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Hooghly CSL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Hooghly CSL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the Hooghly CSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Hooghly CSL, or if any relative of an officer of the Hooghly CSL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the Hooghly CSL.

#### 4. PREVIOUS TRANSGRESSION

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

#### EARNEST MONEY (SECURITY DEPOSIT)

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

### 6. SANCTIONS FOR VIOLATIONS

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

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Hooghly CSL and the Hooghly CSL shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the Hooghly CSL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the Hooghly CSL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Hooghly CSL, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Hooghly CSL resulting from such cancellation/recession and the Hooghly CSL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in the future bidding processes of Hooghly CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the Hooghly CSL.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker to secure the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Hooghly CSL with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the Hooghly CSL to forfeit the same without assigning any reason for imposing a sanction for violation of this pact.
- 6.2. The Hooghly CSL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. The decision of the Hooghly CSL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 7. FALL CLAUSE

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

#### 8. INDEPENDENT MONITORS

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

 Shri. Om Prakash Singh, IPS (Retd.), Flat No. D-801, Prateek Stylome, Sector-45, Noida, Uttar Pradesh – 201301 Mob: 9818564455

Email: Ops2020@rediffmail.com

 Shri. Jagadip Narayan Singh, IAS (Retd.), C-54, Bharatendu Harischandra Marg, Anand Vihar, Delhi – 110092.

Mobile: 9978405930

Email: jagadipsingh@yahoo.com

- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the Hooghly CSL.
- 8.6. The Hooghly CSL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The Hooghly CSL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of Hooghly CSL / Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the Hooghly CSL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. FACILIATION OF INVESTIGATION

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

#### 10. LAW AND PLACE OF JURISDICTION

- 10.1. This Pact is subject to Indian Law. Any dispute or differences arising out of this Integrity Pact falls under the exclusive jurisdiction of courts at Kolkata.
- 10.2. A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await await their decision in the matter

#### 11. OTHER LEAGAL ACTIONS

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

#### 12. VALIDITY

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Hooghly CSL and the BIDDER / Seller, including the warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to agree with their original intentions.

Witness 2

13. DATE The parties hereby sign this Integrity Pa	ct at on
HOOGHLY CSL	BIDDER
Signature	Signature
Name of the officer Designation Date	Chief Executive Officer
Witness 1	Witness 1

Witness 2



# ANNEXURE I – DECLARATION ON DOCUMENT SUBMISSION

REFERENCE: Tender Enquiry for Advanced Basic Design, Detailed Design

and Production Documentation for Two (2) Off 80 Pax River Cruise Vessel (Doc no: HCSL/RCV/TEN/001/DD-01/25-26)

# **HOOGHLY COCHIN SHIPYARD LIMITED**

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# **DECLARATION ON SUBMISSION OF DOCUMENTS**

- 1.1. Firm shall also submit a declaration regarding submission of documents required for this tender.
- 1.2. The document as per the format given below shall be duly signed and stamped and shall be submitted along with the offer

# 2 DECLARATION FORMAT

2.1. Firm shall obtain clarifications, if any and carefully study the documents and the scope of services, before submitting the offer.

SI no	Tender clause	Document Detail	Submitted (Yes / No)
	2.1.1. b	Price Bid	
	2.1.1. c	Additional Price Bid	
	2.9.1.	Deviation List	
	2.17.2.	Non-Disclosure Agreement	
	2.18.1.	Integrity Pact	
	4 (Annexure A)	Notary attested Certificate of Incorporation of the company	
	4 (Annexure A)	Proof of average turn over of last three financial years.	
	4 (Annexure A)	Present order book position	
	4 (Annexure A)	Notary attested purchase orders / work order/ contracts.	
	4 (Annexure A)	Payment receipts	
	4 (Annexure A)	Letter of confirmations from the yard / ship builder	
	4 (Annexure A)	PF statements	
	4 (Annexure A)	Self-attested details of manpower	
	4 (Annexure A)	Copy of quality assurance certification	
	4 (Annexure A)	CVs of key personnel	
	4 (Annexure A)	Project Plan	

(Annexure A)	Present order book position	
(Annexure A)	Notary attested purchase orders / work order/ contracts.	
(Annexure A)	Payment receipts	
(Annexure A)	Letter of confirmations from the yard / ship builder	
(Annexure A)	PF statements	
(Annexure A)	Self-attested details of manpower	
(Annexure A)	Copy of quality assurance certification	
(Annexure A)	CVs of key personnel	
(Annexure A)	Project Plan	
Signature:		
Name:		
Designation:		
Date:		