



HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)





Dated-05.12.2025

CORRIGENDUM-2

Ref. HCSL/PUR/TEN/2025/110, dtd: 19.11.2025.

Sub: Revised tender due date- Reg.

TENDER FOR "Supply of Sacrificial Aluminium Anode for 2 No. of 80 PAX RCV Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge, Unit, Howrah".

The Amendments are given below:

- 1. Last date of submission of tender is extended upto 15.12.2025 at 15:00 Hrs.
- 2. The date of opening of tender will be at 15:30 Hrs on 15.12.2025.

All other terms & conditions shall remain unaltered.

For Hooghly Co

Cochin Shipyar















हुगली कोचीन शिपयार्ड लिमिटेड

(भारत सरकार का उद्यम)

HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)



वस्थिव कुटुम्बकम्

Dated: 25.11.2025

CORRIGENDUM-1

Ref. HCSL/PUR/TEN/2025/110, dtd: 19.11.2025.

Sub: Revised tender due date- Reg.

TENDER FOR "Supply of Sacrificial Aluminium Anode for 2 No. of 80 PAX RCV Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge, Unit, Howrah".

The Amendments are given below:

- 1. Last date of submission of tender is extended upto 05.12.2025 at 15:00 Hrs.
- 2. The date of opening of tender will be at 15:30 Hrs on 05.12.2025.

All other terms & conditions shall remain unaltered.

For Hooghly Cochin Shippard Limited















हुगली कोचीन शिपयार्ड लिमिटेड

(भारत सरकार का उद्यम)

HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)

Dt-19.11.2025

Tender no- HCSL/PUR/TEN/2025/110

TENDER NOTICE

Competitive Offers are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) for the under mentioned work/supply, so as to reach the undersigned on or before the date and time mentioned below. Please refer technical specification, General Terms and Conditions as attached.

Tender No. & date	HCSL/PUR/TEN/2025/110, Dt- 19.11.2025		
Scope of Supply / Work	Supply of Sacrificial Aluminium Anode for 2 No. of 80 PAX RCV Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge, Unit, Howrah.		
Type of Tender	Two Bid		
Last date & time of receipt of tender	26.11.2025 at 1500 Hrs.		
Date & time of opening of technical bid	26.11.2025 at 1530 Hrs.		
Delivery Period	The materials to be delivered at yard by 15 th Feb 2026		
	Name: Girish Gupta		
Officer - in - Charge	Designation: Asst. Manager (Materials) Email: girish.gupta@hooghlycsl.com Phone No: +91 8085278430		
	Name- Sreerag G		
	Designation- Manager (Materials)		
	Email- sreerag.g@hooghlycsl.com		
	Phone No- +91 9916087168		

Tender to be submitted by Email only. Tender reference should be clearly indicated on the subject of the Mail.

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

For Hooghly C

Signature and Seal of the Bidder(s)

Cochin Ship

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

Officer - in - Charge for the above work:

Name: Girish Gupta

Designation: Asst. Manager (Materials)
Email: girish.gupta@hooghlycsl.com
Phone No: +91 8085278430

Name- Sreerag G
Designation- Manager (Materials)
Email- sreerag.g@hooghlycsl.com
Phone No- +91 9916087168

For any technical queries:

Name: Anenthu. S

Designation: Assistant General Manager Email: rakesh.kumar@hooghlycsl.com
Phone No: +91 9995806148

sd/-
For Hooghly Cochin Shipyard Limited

TABLE OF CONTENTS

SI. No.	TABLE OF CONTENTS Description	Annexure
1.	Pre Qualification Criteria	Annexure- 1
2.	Technical Specification	Annexure- 2 (Refer attachment at last)
3.	Price Bid Format	Annexure- 3
4.	Instruction to bidders	Annexure- 4
5.	General Terms & Conditions	Annexure- 5
6.	Tender condition- Preference to Make in India	Annexure- 6
7.	Restriction of bidders sharing land border with India	Annexure- 7
8.	List of Deviations	Annexure- 8
9.	NEFT Mandate Form	Annexure- 9
10.	Vendor details	Annexure- 10
11.	Form of Self Declaration	Annexure- 11
12.	Form of Legal Cases	Annexure- 12
13.	Bank Guarantee	Annexure- 13
14.	Integrity Pact	Annexure- 14

Sd/-

For Hooghly Cochin Shipyard Limited

Minimum Pre-qualification criteria for participating in the tender will be as follows:

- i. Successful experience for supply of sacrificial anodes to any State/Central Govt., Shipyards, shipping companies, MNCs etc. within the last 3 years ending last day of month previous to the one in which applications are invited.(Respective Purchase Order along with certified invoices and delivery challan or satisfactory completion certificate from the Client for work done should be submitted along with technical bid).
- ii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 financial years (FY 2022-23, 2023-24, 2024-25) should be submitted along with the application for prequalification).
- iii. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three Financial Year (FY 2022-23, 2023-24, 2024-25).
- iv. Offers from joint ventures/consortium will not be accepted.
- v. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)

Technical Specification

Please Refer Annexure- 2 (attached at last) for detailed specification.

PRICE BID FORMAT

Tender Enquiry No: HCSL/PUR/TEN/2025/110 Dt. 19.11.2025

Sub: Supply of Sacrificial aluminum Anode for 02 nos. of River Cruise Vessels at Hooghly Cochin Shipyard Ltd. Nazirgunge Unit, Howrah.

SI. No.	Description	Underwater area	Quantity	UOM	Unit Rate (Excl GST)	Total Amount (Excl GST)
		Α	В	С	D	E=BXD
1	Sacrificial Anode	1270 Sq Mtr		Kg		
2	Sacrificial Anode	1270 Sq Mtr		Kg		
3	Total Amount Excl GST (Rs.)					
4				Total	GST Amount (Rs.)	
5	Total Amount including GST (Rs.)					
6	Total Amount including GST (Rs.)- In Words					

NOTE- Price Bid Instructions

- 1. Bidder must submit the calculation sheet for the total weight of aluminum anodes offered for underwater area.
- 2. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected. Modifying the format may result in rejection of the bid.
- 3. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
- 4. Quoted rate should be FOR HCSL stores basis inclusive of all charges considering entire Scope of Work, transportation & delivery Charges, if any, also should be included in Unit Rate and not to be mentioned as a separate line item.
- 5. L1 Bidder will be evaluated based on the combined cost of all the items excluding GST.

Important Note:

6. "Unpriced Bid" to be submitted along with techno commercial bid with details like percentage of taxes and duties applicable and details like quoted/Nil/included/ by HCSL to be mentioned for each line item

Signature and Seal of the Bidder

SPECIAL INSTRUCTION TO BIDDER

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as **PART-I"TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected)** indicating the tender number, due date of the tender in the subject of the Mail and addressed to The Assistant General Manager (Materials).

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

- I. Specification & Technical Literature, if any.
- II. Other conditions, if any
 - a. Pre-Qualification Criteria (Annexure-1)
 - b. Signed and stamped copy of Scope of supply &Technical Specification (Annexure-2)
 - c. Unquoted Price bid (Annexure-3)
 - d. Special Instruction to Bidder (Annexure-4)
 - e. General Terms and Conditions (Annexure-5)
 - f. Make In India (Annexure- 6)
 - g. Restriction of bidders sharing land border with India (Annexure-7)
 - h. Deviation List (Annexure-8), if any.
 - i. NEFT Format (Annexure- 9)
 - j. Vendor Details (Annexure-10)
 - k. Self-Declaration (Annexure-11)
 - 1. Form of Legal Cases (Annexure-12)
 - m. SD/Bank guarantee format. (Annexure-13)
 - n. Integrity pact format (Annexure-14)
 - o. <u>Product Specification</u>, detail list of items to be supplied including brand name and accessories etc., to be provided for verification.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

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

Note:

- i. Modification or alteration of the price bid format attached is strictly prohibited.
 Otherwise Bid will be liable for rejection.
- ii. <u>In case Price bid is placed inadvertently in the Techno-Commercial Part or in case</u> Price bid is not password protected, Bid will be straightway rejected.
- **4.** While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable be treated as spam, not always necessary-
- info, support, admin, sales, customer support, helpdesk, mail, mailadmin, billing hello, careers.

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

girish.gupta@hooghlycsl.com sreerag.g@hooghlycsl.com

- 5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno-commercial bids are acceptable in due course. Password of price bid will require to be shared at the time of price bid opening.
- 6. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
- 7. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
- **8.** Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
- **9.** Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
- 10. The bidder shall submit a signed & stamped copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

Sd/-

For Hooghly Cochin Shipyard Limited

GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2.	Offers furnished should be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted only through email. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered should be submitted alongwith part-1 techno-commercial bid in the case of two-bid tenders. Non receipt of the document may lead to rejection of offers.	
4.	Bidders can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.	
5.	(a) Spare/Tool requirements to be confirmed, if applicable. Installation and commissioning spares, special jigs and tools for maintenance of the machinery/equipment are to be included in Scope & offered costs and shall be a part of L1 evaluation. List of Spares/tools to be submitted along with the offer.	
	(b) Supplier need to submit calculation sheet for the offered weight of aluminium angle alongwith technical bid.	
6.	SPECIFICATIONS:- a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	
	b) Materials offered shall conform to HCSL specifications.	
	c) Samples are to be supplied free of cost in the event of requirement by HCSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
7.	Packing materials should be eco friendly.	
8.	Supplier should follow the statutory requirements of product offered.	

9.	-	oplied shall be non toxic and harmless to health. In case of toxic materials, afety Data Sheet may be furnished along with the material.		
10.	for erection, alignment, commissioning and for trial for a period as per sl. No. 1.9 of Annexure-I (availability for number of days excluding travel days, Sunday, holiday). Costs for above to be considered in the equipment pricing.			
	b) Cost cons	sidered to include travel tickets, lodging, food and local transport costs.		
		old manday rates to be indicated separately in Technical bid (all inclusive odging and local transport etc.) for extension beyond agreed mandays.		
	Additional to	rip charges if any shall be paid at actuals subject to submission of		
	documentary	d) The applicable taxes in India shall be borne by Supplier.		
		e) Income tax liability of non resident service engineer based on his period of stay in India shall not be borne by HCSL		
		f). The non resident vendor/service provider shall provide such		
	For	documents that are necessitated by the Indian income tax laws so as to		
	Foreign	enable HCSL to comply with the provisions of Indian statute and for		
	vendor	payments of income tax in India. Following documents shall be sought		
	Vendor	by HCSL in this regard		
		(i) Certificate under 10 (F)		
		(ii) Tax residency certificate		
		(iii) The certification regarding the existence/non existence of business		
		connection or permanent establishment in India.		
		(The above is only an indicative list)		
11.	Taxes and d	uties, if any, payable extra are to be indicated in the techno commercial		
	part and pric	ee part.		
12.	For	MSEs, Startups and Make in India	MSE	
	indigenous	a) Local Suppliers (Make In India), MSME firms and Startups will be	Details:	
	vendor	eligible for various Relaxations in pre-qualification criteria and other		
		Benefits as per the orders promulgated by Government of India. Bidders	Udyam	
		are advised to refer the details of various Benefits and Relaxation in pre-	no	
		qualification criteria as published at CSL website	Category:	
		(www.cochinshipyard.com) under the Tenders tab for further reference.	Cutegory.	
13.	Delivery tin	ne required for supplies should be indicated in the offer (including time		
	=	awing preparation, class approvals, manufacture, FAT etc.).		
	Items are required at yard by 15 th Feb 2026.			
	For	Indigenous tenderers should quote prices for delivery of materials at		
	indigenous	HCSL store.		
	vendor	Address:		
	, endor	Hooghly Cochin Shipyard Ltd (HCSL),		
		Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah,		
		West Bengal, PIN -711109.		
		Insurance for transit shall be arranged by the vendor.		

For Foreign vendor 14. For Foreign	Foreign Bidders should quote prices CIF Kolkata port, India basis			
Foreign	SHIPMENT			
1	a. Supplier shall intimate HCSL the readiness of the Equipment/			
vendor	Machinery/ Components and Parts prior to fourteen days of shipment.			
	b. A minimum 14 days free detention period is to be granted for clearance			
	of the goods at Kolkata seaport/Airport, as applicable for full containers.			
PAYMENT				
	syment term is within 45 days of receipt and acceptance of all items against			
each comple	te ship set at HCSL stores.			
b) Payment	mode shall be Electronic Clearing System (ECS)/cheque /NEFT/			
/LC/CAD/T	Γ-as mutually agreed in line with above standard payment terms.			
	from standard terms, if any, shall be appropriately loaded for tender			
comparison p	purposes for arriving the lowest bid.			
For	Bank charges (including LC charges, if any) inside India will be to HCSL			
Foreign vendor	account and outside India to supplier's account (In the case of import			
vendor	shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.			
d) Normally	advance payments are not encouraged. In case, if advance payment is			
	ame can be considered for a maximum of 10% order value only. Interest			
	rate of SBI {applicable on the date of price bid opening} + 1% for the			
	dvance will be charged. In addition, Bank guarantee for equivalent			
	amount of advance to cover the period till advance payment is adjusted to be furnished. (ie till completion of supplies or for a period as specifically agreed + 90 days). In case			
1 '	pove is not agreeable to be paid, the same will be loaded on your quoted			
	for tender comparison purposes for arriving the lowest bid.			
e) For devis	ation in Payments terms from HCSL standard terms, if any, aforesaid			
/	be loaded on quoted item prices, for tender comparison purposes for			
arriving lower	est bia.			

16.	a) Security Deposit/Warrantee Bank Guarantee: i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties etc.) in the form of demand draft drawn in favor of Hooghly Cochin Shipyard Ltd. towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.				
	 ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of SD and later revalidated (within the validity of state of supplies in terms of supplies in				
	completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period plus 90 days. The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is INR 20 lakhs and above (or equivalent foreign				
	currency) b) If the bidder is not agreeable to submission of SD/ warantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.				
	c) SD to be submitted within 2 weeks of receipt of order from yard.				
	d) Format of bank guarantee along with enquiry to be agreed.				
	For Foreign vendor e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank.				
17.	<u>Risk Purchase</u> : If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.				
	a. To cancel the order partially or full with 15 days notice and to forefeit the security deposit, if any.				
	b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL.				
	c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/contract value (excluding taxes and duties) is INR 20 lakhs and above (or equivalent foreign currency). Cases of value less than INR 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm				
18.	Liquidated Damage:				
	In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by				
	way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of				
	the total basic price of delayed material, subject to a maximum of 10% of the total basic price of delayed material (Total basic price is the order value excluding freight,				
	taxes, other charges etc. However LD applicability is without prejudice to HCSL right				
	to terminate contract for delayed delivery or other actions as per risk purchase clause.				
	For indigenous vendors GST will be applicable upon LD and the same also will be deducted along with LD.				
1	Wendore along with				

a) The Items supplied shall be guaranteed for rated performance and against or failure due to faulty design, defective materials and bad workmanship for from delivery of items until 5 years from the date of delivery of the ship to Ow delivery of items to Yard, whichever is later. Should such damage/failure occur	a period ners OR
the Guarantee period, the Supplier should immediately rectify the fair repair/replacement of any such part found to be under performing/ defective own expenses. b) Further to equipment guarantee, replaced/repaired items shall be guarantee years from date of repair/replacement. c) Replacements during guarantee period to be sent on Duty and all taxes paid the statement of the sent of the	lure by e, at his ed for 5 basis to
location as required by yard/vessel owner with all expenses to supplier account	it.
20. Jurisdiction: All questions, disputes or difference arising under, out of, or in connecti contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkar Bengal, India. Alternate dispute resolution mechanism can also be considered	ta, West
21. Force Majeure condition:	
Should failure in performance of the contract or part thereof arise from insurrection, restrain imposed by Government, Act of Legislature or other Stathority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of Government in insurance of the constraint of the con	tatutory d or any trued as time as . The
evidence within 15 days from the date of occurrence/ cessation. 22. Indian Agent:	
a) Hooghly Cochin Shipyard Ltd., prefers to deal directly supplier. However, if the supplier appoints an Indian Agent with Hooghly Cochin Shipyard Ltd., the Agency commission by the supplier to such an agency shall be intimated. b) If manufacturers effect the supply through Agent authorization in writing from manufacturers in favour of the for supply to HCSL shall be furnished. c) In case where an Agent participates a tender on behalf of a manufacturer Indian agent should submit specific authorization the authorized person of foreign manufacturer. d) In a tender, either the Indian agent on behalf of the Principal or Principal/OEM itself can bid but both cannot bid simultation the same item/ product in the same tender. If an agent sub on behalf of principal/OEM, the same agent shall not submit behalf of another principal/OEM in the same tender for the item/product. Indian agents cannot represent more than one quote on their behalf for any particular tender. e) Clarifications, either technical or commercial, should be submitted to specially asked for only. The opportunity so given should not be used to supplie the supplier appoints an Indian Agent with Hooghly Agent agents.	Foreign on from al/OEM neously mits bid a bid on ne same firm or points sed for
correcting/changing/amending the data/conditions already submitted with the 23. PRICING: Bidders should quote prices for delivery of materials as below.	tender
For indigenous Firms shall quote prices for delivery of material HCSL stores basis in INR only.	erials at

	For Foreign vendor	c. Foreign Bidders should quote prices CIF Kolkata port, India basis.		
	, 511.0-51	d. Offer to be submitted generally in USD/EUR/INR currency and to		
		be mentioned in price bid. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity		
		period in the case of indigenous/import orders.		
		period in the case of margeness, import oracle.		
		e. Comparison of prices will be in INR only. All foreign currencies		
		will be converted to INR for comparison and Exchange rate as on date		
2.4	Validitya a Dei	of price bid opening shall be considered for arriving lowest bid		
24.	date of tender o	ces should be valid for acceptance for a period of four months from the		
		ment of rate for whatsoever cause will be allowed once the offer is		
		n order is placed. Withdrawal of the quotation after it is accepted or		
		the supply within the stipulated delivery period, will entail cancellation		
		d forfeiture of Earnest Money Deposit/Security deposit, if any and/or		
	-	without prejudice to other penal actions, including tender holiday after		
		ause notices, as deemed fit. liscounts, if any, will not be reckoned for tender evaluation/ comparison		
		ver, if the bidder becomes L1 at original offer, conditional discount		
	shall also be con			
	d. Unpriced bio	d (price bid without price) duly signed is to be submitted alongwith		
		rcial offer in the price format, provided. Price should be quoted		
		ach item shown in the format. In the event price bid is different from		
	=	rmat already submitted, yard reserves the right to reject the offer at our		
	discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective			
	price details should also be given in the price bid. Combining of figures against more			
	than one item and ambiguous clauses will lead to rejection of the bid.			
•	a. If in the major atmentions are set of on the magnined material/items, them is discussionary			
	e. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit			
	price by the quantity), the unit price shall prevail and the total price			
	corrected accordingly. If there is an error in a total corresponding to the addition or			
	subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If			
	there is a discrepancy between words and figures, amount in words of respective			
		revail. If the bidder does not agree to the observation of the HCSL, the		
	tender is hable	to be rejected and the same shall be intimated.		
	f After submis	ssion of quotation/price offer no unsolicited correspondence will be		
	entertained.	ssion of quotation/price offer no unsoficited correspondence will be		
		chin Shipyard Limited does not bind itself to accept the lowest or any		
	tender but reser	eves to itself the right to reject any or all or a part of any tender at its		
	discretion.			
25.	-	on shall be based on total landed cost of all items, including cost of		
	_	ertification, service engineer charges, if applicable, required as per		
	tenaer (exclud	ing GST/IGST).		
	Calculation of t	otal landed cost:		
		or Indigenous bidder: The landed cost is the quoted price on FOR HCSL		
	sto	ore basis.		
	2. Fo	or foreign bidders: The landed cost will be arrived by adding the custom		

		ty, GST, approx. custom clearance and transportation charges (from rt to HCSL store) etc. on quoted price of CIF, Kolkata port basis.	
26.	For Indian (HSS basis)/ Foreign vendor	For all import consignments directly imported in HCSL's name customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.	
27.	SUPPLIER have transparency, ed sign Pre-Contra offer.	nment of India (Central Vigilance Department), HCSL and the re to sign an Integrity Pact for the high value contracts, for ensuring quity and competitiveness in public procurement. The Tenderer has to act Integrity Pact as per format enclosed and to submit along with your opplicable when the total basic price is above Rs. 100.0 lakhs. (present	
28.	Supplier shall is written consent responsibilities ensure that the	ACTING AND ASSIGNMENT not contract with any subcontractor and/or vendor without the prior of HCSL. Such consent shall not relieve the Supplier from any of his and liabilities under the Purchase Order. In addition, Supplier shall terms and conditions of any such contract shall comply with and ne terms and conditions of the Purchase Order.	
29.	General: a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender. b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable. c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation. Suppliers shall not depute their representative to HCSL at the time of tender opening.		
30.	b. Upon place acknowledge a token of a	er:- a. In the event supplier's offer leads to an agreement to effect all purchase order shall be issued by HCSL on the basis of agreed terms of tender. The ement of order (by post or mail) the supplier shall submit the gement (ie: signed and stamped original/ scanned soft copy by mail) as acceptance of order within 15 days. In case HCSL doesn't receive the ll be deemed as accepted.	
31.	dispatch (by HC / Replacement of Items failing do	we the right to inspect the goods after receipt at HCSL store / prior to CSL or HCSL authorized agency at yard cost). Short supply / Mismatch of Defective items / those not meeting agreed / contractual specification/ aring commissioning shall be sent on air freight/ DDP basis courier delivered at HCSL store.	
	The customs cle	earance charges of above (If any) shall be to supplier account.	

	 b) In case HCSL deputes its personnel / Third Party Inspectors to inspect items in the supplier premises prior dispatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report. c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account. d) d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation. 	
	e) (e) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
32.	HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
33.	HCSL reserves the right to commercially reject the offer if compliance is not issued to General Terms and Condition without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
34.	Items supplied from border sharing countries with India are restricted as per Annexure-7.	
35.	Bidder has to submit the list of spare parts, tools & other accessories etc. as per Annex-1 alongwith the technical bid.	
36.	 Preservation & Packing: a. The preservation and packaging of the equipment to ensure that there is no damage and deterioration during transit and the period when the item is in storage in store house. b. Duration of validity of preservation to be indicated. c. Methodology for receipt inspection without affecting preservation (for main equipment and loose supplied items) is to be indicated by the OEM including any requirement for re-preservation. d. The procedure for re-preservation to be supplied by the firm. e. Requirement of special provisions for storage and transportation to be specifically indicated. Any consumables required for preservation/ re-preservation beyond a stipulated time period to be clearly indicated by OEM. 	

37. **Termination Clause:**

- (a) This purchase order may be terminated upon the occurrence of any of the following events
 - (i) By agreement in writing of the parties hereto;
 - (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
 - (iii) By the other party, upon either party;
 - Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or
 - Having a reasonable petition filed seeking its "dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - Ceasing to do business for any reason.
 - (iv) In cases where maximum limit of LD is reached and still the items are not delivered.
 - (v) For fraud and corruption or other unacceptable practices.
- (b) 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.
- (c) HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days' notice period. HCSL shall be entitled to compensation for the loss limited to the order value.
- (d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered/work done as per the payment milestones

38. **Limitations of Liability:**

Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production.

39. Indemnity clause:

Supplier will indemnify HCSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by HCSL's unlawful acts or omissions.

40. **Malicious Code:**

The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects & ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects & ICT goods and services provided as part of contract.

41. For indigenous vendors

Goods & Service Tax:

- (a) Please note the HCSL GST registered number as 19AAECH3640L1ZD. GST registration is prerequisite for entering into the business with HCSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection.
- (b) Indicate the applicable rate of GST for services in line with GOI published rate scheduled for services along with SAC.
- (c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note.
- (d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

42. For indigenous vendors

Input Tax Credit:

- (a) Bidders shall ensure timely delivery of services and submit the tax invoices to HCSL as per the GST law. In case, GST input tax credit is delayed / denied to HCSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to HCSL and solely attributable to the bidder, the GST amount charged to HCSL, shall be recoverable from the bidder along with interest levied / livable and any other penalties on HCSL and the vendor shall indemnify against all costs to HCSL, and consequences therefrom.
- (b) In case bidder delays declaring particulars in respect of any invoice in the GST return required to be filed by such bidder, and GST credit availed by HCSL is denied or reversed subsequently as per GST law, GST amount paid by HCSL towards such ITC reversal as per GST law shall be recoverable from vendor / bidder along with interest levied / livable on HCSL and any other penalties on HCSL and the bidder shall hold HCSL indemnified against all cost and consequences there form.
- (c) Bidders shall submit the invoices as per the provisions of GST law. The bidders invoice shall contain the HSN code / SAC and GSTIN number of the bidder and HCSL as well along with other particulars. The GST charged (IGST / CGST + SGST / UTGST) shall be clearly indicated in the invoice.
- (d) In case any credit, refund or other benefit is denied or delayed to HCSL due to any non-compliance of GST legislation such as failure to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/information by the bidder or service provider, the bidder or service provider would reimburse the loss to HCSL or HCSL may recover the same, but not limited to, the tax loss, interest and penalty.

The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B.	

Specify Yes / No

Make in India Certificate

In line	with	Gover	nment P	ublic Pr	ocurement (Prefer	renc	e to Make	in Indi	a), Or	der	2017,	, P-
45021	/2/20	17-PP	(BE-II)	dated	16.09.2020	and	as	amended	from	time	to	time	we
M/s						, h	ereb	y certify th	ne follo	owing	facts	s for	our
offered	prod	duct ag	ainst bid	numbe	r								

Schedule	Item description	Local content in %	Class of local supply Local content(> 50%)-Class 1 Local content(20-50 %)-Class 2 Local content(<20%) – Non local	Location of local value addition (Location shall be the specified as address or name of city or district)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

Sign and stamp

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020

A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, alongwith the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above alongwith tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted alongwith tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
2	Wordings of certificate to be submitted alongwith tender documents for Works involving possibility of sub contracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
В	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.

D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any ,member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation
	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23 rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.

	STATEMENT- SPECIAL INSTRUCTIONS PECIFICATION	FOR	TENDERERS	AND	PAGE 1 OF 1
	Supply of Sacrificial Aluminium Anode for 2 Nord Limited, Nazirgunge, Unit, Howrah.	o. of 80	PAX RCV Vess	el at H	ooghly
TENDER NO: I DATE: 19.11.2	HCSL/PUR/TEN/2025/110 025				
We hereby confull compliance deviations listed	firm and truly declare that our Offer / Bid No. with the documents issued against the Tende	r No	dated		
SI. No.	Tender Reference & Description	Rea	sons for Devia	tion/Re	emarks
Name of tender Date:	rer: Name & Desiç	gnation	S	eal & S	Signature
(Company Sea	l)				

NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form (Mandate for receiving payments through RTGS/NEFT Hooghly Cochin Shipyard Ltd)

1) 2) 3) 4) 5)	Vendor Name Vendor Address with Phone No Vendor Code Permanent Account No. (PAN) Particulars of Bank Account a. Name of the Bank															
	a. Name of the bank					<u> </u>										_
						<u> </u>										_
	b. Name of the Branch															
	c. Branch Code d. NEFT Code of the Bank e. City Name f. Branch Location g. Branch Telephone No. h. Bank IFSC Code i. 9-Digit MICR Code (Where MICR is starting with "0" proper identification of city, bank,			lke	the	CO	rrec	 ct co	ode	e fro	om	you	ur k	oan	k fo	r
6 7	i. Type of the Account (S.B. Current or Cash Credit) with code (010/011/013) j. Account Number (as appearing on the cheque book) Email Address of Vendor Date of Effect of RTGS/NEFT in your Bank	3														
	(Please enclose a cancelled un-s	signed c	heq	ue	leaf	to e	enal	ole (us t	:0 V	erif	y th	ie d	eta	ils	
	We hereby declare that the part transaction is delayed or lost be would not hold the company res	ecause	of													
							()	

Signature of Employee

Bank Certificate

We No	certify	that		us	and	we	has confirm t	an the	ccount given
above aı	re correct as	per our record	S.						
Date:									
Place:							(Authori		,

VENDOR DETAILS (to be submitted along with BID)

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

	to deliciencies in service of misconduct etc.
•	Certified that the above information is true to the best of our belief and information.
	Place:
	Date:
	Signature of Supplier/Authorized signature of firm/agency:
	Name of Supplier or authorized signatory of firm/agency:

Designation:

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

	Bid's Reference No. & Date	3 :	
	Bidder's Name & Address:		
	Person to be contacted:		
	Designation:		
	Telephone No.:	Fax No.:	Email:
ŀ	We do hereby declar by any of the Public Sector U		debarred/black listed by HCSL or department etc.
t	Sector Undertaking or Gover terminate the contract at any deposit, performance guaran	rnment department, and the point of time. In such case, the etc. will be forfeited by the	/ debarred by any of the Public ien HCSL can reject the offer or we are aware that, EMD, security HCSL. Further we are confirming e to this will be compensated by
	For and on behalf of the firm	m	
	(Firms Name & Address)		
	(Signature of Authorized Si Name:	gnatory)	
	Designation		
	Phone No.:		
	Seal:		
	Date:		
	Place		

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

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

SIGN & STAMP OF BIDDER

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ WARRANTY GUARANTEE

To

HOOGHLY COCHIN SHIPYARD LTD
(Govt. of India Enterprise,)
Satyen Bose Road,
Danesh SK Lane (PO),
Nazirgunge, Howrah,
West Bengal - 711109.
WHEREAS(Name & Address of Supplier
(hereinafter called" the Supplier") has undertaken , in pursuance of
Contract
to execute(Name of Contract and brief description of
works)(hereinafter called" the Contract").
AND WHEREAS it has been stipulated by HOOGHLY COCHIN SHIPYARD LTD (The
Buyer – hereinafter called "HCSL") in the said contract that the Supplier shall furnish HCSL
with a Bank Guarantee for the sum specified therein as security for compliance with the
Supplier's obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.
NOWTHEREFORE we(Name of the Bank) having its Head Office
at(Address of Head Office)and acting through its branch offic
at(Address of the executing branch)(hereinafter called" the Bank"
hereby affirm that we are the Guarantor and responsible to HCSL, on behalf of the Supplie

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

upto a total of......(amount of Guarantee) in words).

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **HCSL** and the Supplier shall in any way release us

_

from a	ny liab	ility	under	this	guarantee,	and	we	hereby	waive	notice	of ar	iy suc	h c	hange
additio	n or mo	odific	cation.	We,	the Bank,	furth	ner a	gree th	at any	change	in the	cons	titu	tion of
the said	d contra	ctor	or the	said	bank shall	not (discl	harge c	ur liab	ility her	eunde	er.		

the said contractor or the said bank shall not discharge our liability hereunder.
Notwithstanding anything contained herein: 1. Our liability under this Bank Guarantee shall not exceed(only).
2. This Bank Guarantee shall be valid upto (date)and
3. Weareliabletopaytheguaranteedamountoranypartthereofunderthisbankguaranteeonlyand only if HCSL serve upon us a written claim or demand on or before(validity date).
Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.
Yours truly,
Signature and seal of the
guarantor:
Name of
Bank:

<u>ll</u>An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

Address:

Date:....

PRE-CONTRACT INTEGRITY PACT

HOOGHLY COCHIN SHIPYARD LIMITED

General

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the PRINCIPAL

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

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

3. Commitments of BIDDERs

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

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

- 1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 1.3 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 principalsor associates, if any.
- 1.4 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.
- 1.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.7 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.
- 1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

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

6 Sanctions for Violations

- **6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
 - <u>i.</u> 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.
- <u>ii.</u> The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/

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

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

7 Fall Clause

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

8 Independent Monitor

- **8.1** The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
 - i. Dr. Rajan S Katoch, IAS (Retd) A-91, Alkapuri, Bhopal (MP) - 462022. Mobile: 8800919222;

Email: <u>rkatoch@nic.in</u>

<u>ii.</u> Dr. Vinod Bihari Mathur, IFoS (Retd.)
 D302, Arborea Luxury Homes, Tarla
 Nagal, Near Doon Helidrome, Dehradun,
 Uttarakhand – 248001.

Mobile: 9412054648; Email: vbm.ddn@gmail.com

- **8.2** The task of the Monitors shall be to review independently and objectively, whether and to what 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 Monitors notices, or has reason to believe, a violation of this pact, hewill so inform the Authority designated by the PRINCIPAL.
- **8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by

the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- **8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- **8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL

/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

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

11 Other Legal Actions

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

12 Validity

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

agreement to their original intentions.										
13 The parties hereby sign this Integrity Pact at	The parties hereby sign this Integrity Pact aton									
PRINCIPAL Name of the Officer Designation	BIDDER CHIEF EXECUTIVE OFFICER									
Dept./MINISTRY/PSU										
Witness	Witness									
1	1									
2	2									

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder

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

Rev. No.	Pages	Description	Date	Sign.
00	07	First Issue	27-10-2025	10Tres
#				
_ 1	= 11 px			

This document contains 06 pages



HOOGHLY COCHIN SHIPYARD LTD. HOWRAH - 711109

YA	RD	NO	НВ	Y-0013	3-0014		80 PAX RIVER CRUISE VESSEL										
OV	VNE	R	JO	RITAG URNE\ D.	/S PV	Т.		Y v								14	
AF	PRO	OVED	AN	ENTHU	JS.	flahis	chigher PURCHASE TECHNICAL SPECIFICATION FOI)R		
CH	IEC	KED	AB	HIHSE	K MIS	IISHRA Hunder . SACRIFICIAL ANODES											
PR	EPA	ARED	PR	ASAD	N A	1	0	5									
DA	TE		27-	10-202	5		Doc. N	lo.: P7	S-HB	Y-00	13-01	7					- 20
ED TO	DEP.		ř					4									
ISSUED	NO.						- 5										

This document/specification is the property of Hooghly Cochin Shipyard Limited, and it must not be copied or the contents there of or any information received in conjunction therewith must not be imparted /shared to any third party or utilized for any other purpose. The receipt of the document/specification implies that the conditions as mentioned herein are accepted.



HOOGHLY COCHIN SHIPYARD LTD. (A WHOLLY OWNED SUBSIDIARY OF COCHIN SHIPYARD LTD.) HOWRAH – 576108

INDIA

80 PAX RIVER	DOC. No.	PTS-HBY - 0013-017	
CRUISE VESSEL	REV.	00	
YARD NO. HB-0013-0014	PAGE. No.	02/06	

GENERAL CONDITIONS FOR SUPPLY OF SACRIFICIAL ANODES - YARD No. HBY-0013 & 0014

1. SCOPE OF SUPPLY

Scope of supply covers design, manufacturing, inspection, testing, packing and supply of high-quality welded type sacrificial Aluminium anodes with all related items, as per enclosed specification for the protection of the immersed hull of the vessel being built by the **HOOGHLY COCHIN SHIPYARD LTD.** with yard no. **HBY-0013 & 0014 (2 Vessels).**

Quantity given in the list of items is based on preliminary design and likely to be altered. Final quantity shall be mentioned in Purchase order. Supplier shall quote rate per item.

2. PARTICULARS OF THE VESSEL:

The principal design characteristics of the vessel shall be as follows:

Length overall (excluding Tender boat) : abt. 74.9 m

Breadth moulded : abt. 15.0 m

Depth moulded : abt. 3.5 m

Design draught : abt. 1.30 m

Cruising speed : 6 knots

Maximum/Trial speed : 10 knots @1.3 m Draft

3. CLASS & FLAG RULES:

The Vessel shall be designed and constructed in accordance with Indian Register of Shipping Rules and comply with the following rules and regulations and its latest amendments as applicable.

- IRS Rules and Regulations for Construction and Classification of Inland Waterways Ships
- Class Notation: Swastika IWL, Swastika IY, PASSENGER VESSEL, ZONE 2
- Inland Vessels Act 2021 and rules published thereunder, The Vessel shall be registered as per IV Act 2021

4. TECHNICAL SPECIFICATION

Item : High Quality Aluminium anode Welded type.

Designed Life: 5 Years



HOOGHLY COCHIN SHIPYARD LTD. (A WHOLLY OWNED SUBSIDIARY OF COCHIN SHIPYARD LTD.) HOWRAH – 576108

INDIA

80 PAX RIVER	DOC. No.	PTS-HBY - 0013-017	
CRUISE VESSEL	REV.	00	
YARD NO. HB-0013-0014	PAGE. No.	03/06	

Area for Anode Weight Calculation as Below :

SI. No.	Location	Approx. Area (m2)
1	Area Up to Maximum draft (Hull, Sea Chest, Immersed Rudder, Bow Thruster Tunnel)	1270 m ²

The size, quantity and calculated weight of anodes may be changed in accordance with manufacturer's recommendation which has to be clearly mentioned in the offer.

Note:

- Supply of backing plate is under shipyard scope.
- The anode to be welded to the backing plate, refer Attachment 2.
- The Weld joint must be designing such that it must hold the anode even after the service life of the anode is completed
- The high-quality Aluminum anode should be welded such a way that it is completely in contact with the backing plate throughout the service life.
- Selection of current density, calculation of total weight required for protection of underwater hull area, selection of individual weight of each anode, preparation of anode arrangement drawing is in the scope of supplier. For underwater bottom plan refer Attachment 3.

5. CONDITIONS OF SUPPLY

- a) The items shall be manufactured from best quality material and workmanship.
- b) Type/piece mark of anodes shall be clearly marked on them for easy identification.
- c) Item shall be supplied /manufactured based on guidance drawing/ specification issued by Hooghly CSL along with enquiry specification. Any deviation from the same shall be indicated in the offer (Refer attachment I, Deviation list).
- d) Original plus 3 copies of material test certificates shall be furnished at the time of supply of the item.
- e) All documents and markings shall be in ENGLISH and in metric system.
- f) Inspection certificate for, (i) Visual, (ii) Dimension, (iii) Weight and (iv) Chemical Analysis.
- g) No heat treatment is allowed for galvanic anodes of Aluminum type.
- h) Any clarification required regarding technical specification shall be sought before submission of order. No deviation will be granted after the placement of order.



HOOGHLY COCHIN SHIPYARD LTD. (A WHOLLY OWNED SUBSIDIARY OF COCHIN SHIPYARD LTD.) HOWRAH - 576108

INDIA

80 PAX RIVER CRUISE VESSEL	DOC. No.	0013-017	
	REV.	00	
YARD NO. HB-0013-0014	PAGE. No.	04/06	

6. SUPPLY OF DOCUMENTS

All documents shall be in English and in Metric system and the following documents shall be submitted, where applicable. The drawing approval wherever required by the Classification Society shall be carried out on manufacturer's responsibility.

a) Documents with quotation (3 sets)

- 1) Detailed calculation of anode quantity for underwater hull.
- 2) Preliminary documents/drawings with description, size, weight, for items.
- 3) Preliminary Anode Arrangement Drawing for technical evaluation.
- 4) List of item quoted.
- 5) List of items, if any, not covered in your scope of supply.

b) Documents within fourteen days after placement of Order (5 sets)

- 1) Anode Arrangement Drawing for yard approval.
- 2) Detailed Bill of Material.
- 3) Details of shop tests and inspection for all items.
- 4) Material specification with current capacity of anodes.
- 5) Manufacture's certificate of Inspection and test records.
- 6) Instruction manuals indicating size, weight & material composition of anodes etc.
- 7) Report of analysis and composition.

c) Documents/ Certificates to be supplied with each equipment (5 sets unless otherwise mentioned)

- 1) Material test certificate.
- 2) Manufacturer's tests certificate.
- 3) Test and inspection results.
- 4) Detailed Packing list.
- 5) Any other certificate required as per International regulations in force.

7. MISCELLANEOUS

- i. Manufacturer shall bear all responsibility for the shop trials and delivery of the equipment to shipyard.
- ii. Preservation: Recommended method of preservation and names of recommended preservatives shall be indicated. Preservative required for two years storage in the yard shall be supplied with the item. (Relative humidity at Hooghly is around 77 %)



HOOGHLY COCHIN SHIPYARD LTD. (A WHOLLY OWNED SUBSIDIARY OF COCHIN SHIPYARD LTD.) HOWRAH - 576108 INDIA

80 PAX RIVER	DOC. No.	PTS-HBY - 0013-017	
CRUISE VESSEL	REV.	00	
YARD NO. HB-0013-0014	PAGE. No.	05/06	

iii. Painting to be as per manufacturer's standard.

8. **GUARANTEE**

The equipment and accessories shall be guaranteed against defective design, material and workmanship and under performance till, for a period as mentioned in commercial terms and conditions. Guarantee of the equipment shall be as per commercial terms and conditions.

NOTE:

Not with standing any omission in this specification, all items/features required as per class rules/statutory regulations, safe working and good shipbuilding practice shall be included in the offer by the bidder.



HOOGHLY COCHIN SHIPYARD LTD. (A WHOLLY OWNED SUBSIDIARY OF COCHIN SHIPYARD LTD.)

HOWRAH – 576108 INDIA

80 PAX RIVER	DOC. No.	PTS-HBY - 0013-017	
CRUISE VESSEL	REV.	00	
YARD NO. HB-0013-0014	PAGE. No.	06/06	

Attachment: I

DEVIATION LIST

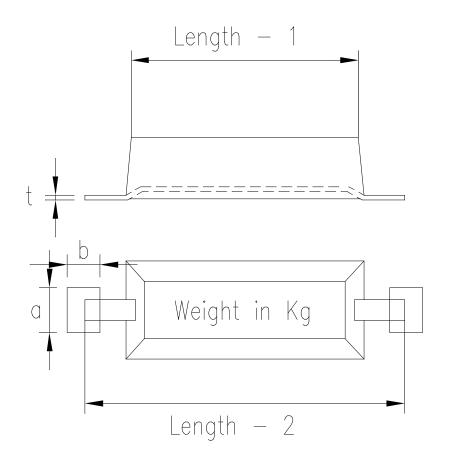
(To be filled in by the bidder & submitted as part of offer) (Refer. CONDITIONS OF SUPPLY clause No: 2)

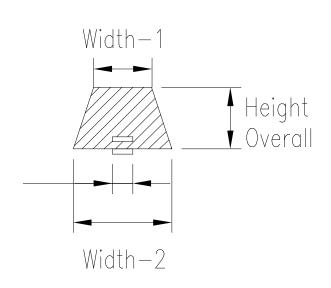
VENDO	RS NAME AN	ID ADDRESS:	ATTACHMENT NO:			
			PAGE NO:			
		: Sacrificial Anodes		YARD NO: HBY-0013 8	k 0014.	
	HEET REFER			SPEC. NO:		
1	2	3	4	5	6	
SL.NO.	SPEC. CLAUSE NO.	REQUIREMENT	ACCEPTED (A/N/C*)	DEVIATION/REASON	FOR Hooghly CSL COMMENT	
		<u>I</u>				
		SEAL		BIDDERS SIGNATUR	RE WITH DATE	

NOTE:-

- 1) *A ACCEPTED
 - N NOT ACCEPTED
 - C CONDITIONAL ACCEPTANCE
- 2) The bidder should fill this form for any deviations of his bid from the Purchase technical requirements as stated in the A/N/C (column 4). If no deviation is proposed, the bidder should fill 'A' in column 4. In case of any deviation, column 4 shall be stated as 'N' or 'C' and the proposed deviation & the reason should be stated in the column 5, if any.

ATTACHMENT - 2: TYPICAL ANODE DETAILS.





- Note: (1) Pad Plate under Yard Scope
 - (2) Pad Plate dimensions (axbxt) as per OEM Recommendations.
 - (3) Gross Weight & Net Weight & Dimension to be mentioned along with offer.

