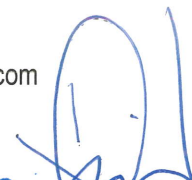


Tender No: HCSL/OPS/YS/TEN/2024/037

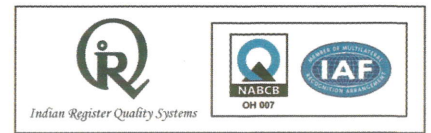
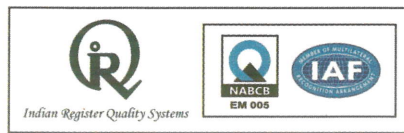
Dated 11.11.2024

NOTICE INVITING TENDER

Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Work, General Terms and Conditions and Special Terms attached.

Tender No. & date	HCSL/OPS/YS/TEN/2024/037 dated 11.11.2024
Scope of Supply / Work	Hiring of Private Security Guards on Outsourcing basis for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah-711109
Type of Tender	Two Bid
Cost of tender form	N/A
Earnest Money Deposit (EMD)	Rs.1,52,200/-
Pre-Bid Meeting date & time	29. 11. 2024 at 11:00 Hrs.
Last date & time of receipt of tender	02. 12. 2024 at 15:00 Hrs.
Date & time of opening of technical bid	02. 12. 2024 at 15:30 Hrs.
Tenure of contract	One Year (From the date of issue of the work order)
Officer-in-Charge	<p>Name: Avik Majumder Designation: Senior Manager (IR&HR) Email: avik.majumder@hooghlycsl.com Phone No: +91-7003395446</p> 

अविक मजुमदार
Avik Majumder
जूनियर प्रोबल - आईआर एंड एचआर
Sr. Manager - IR & HR
हुगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED



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

Sealed tenders in Two cover systems (Prequalification cum Technical and Price Bid) addressed to The Senior Manager (IR & HR) shall be **dropped in the HCSL tender box or couriered to Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, DaneshSk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 before the due date and time.**

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

- i. Experience as main Contractor in the successful completion of at least **one (1) similar work** of nature and complexity comparable to the proposed contract within the last **5 years** under a single contract from the date of issue of tender document. The value of the work should not be less than **Rs.61.00 lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with the bid).

Or

- ii. Experience as main Contractor in the successful completion of at least **two (2) similar works** of nature and complexity comparable to the proposed contract within the last **5 years** under a single contract from the date of issue of tender document. The value of the work should not be less than **Rs. 38.00lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with the bid).

Or

- iii. Experience as main Contractor in the successful completion of at least **three (3) similar works** of nature and complexity comparable to the proposed contract within the last **5 years** under a single contract from the date of issue of tender document. The value of the work should not be less than **Rs. 30.00 lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with the bid).

Similar Works means:

The bidder should have minimum 05 (Five) years of experience in similar field for Service of Manpower for Private Security Guards. The bidder/ Bidding firm have to submit satisfactory completion certificate from the previous Principal Employers.

- i. The average Annual Turnover of the bidder should be more than **Rs. 38.00 lakhs** during the last three preceding years. (Notarized Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification).
- ii. The firm should have dedicated registered office /Branch Office in Kolkata / Howrah and address proof of office should be submitted along with the technical bid.
- iii. The firm shall necessarily hold a license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007 to execute the job and always maintain their validity during the tenure of contract.

- iv. The Tenderer should enclose copy of EPF (if applicable), ESI (if applicable), PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document)
- v. Offers from joint ventures/consortium will not be accepted.

The tender documents can be downloaded from website www.hooghlycsl.com, www.cochinshipyard.com or <http://www.eprocure.gov.in>. The tender documents are available on above-mentioned link.

All corrigenda, addenda, amendments, and clarifications to this tender will be hosted in the website www.hooghlycsl.com, www.cochinshipyard.com or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

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

Officer - in - Charge of the above work:

Name: AvikMajumder
Designation: Senior Manager (IR&HR)
Email: avik.majumder@hooghlycsl.com
Phone No: +91-7003395446



For Hooghly Cochin Shipyard Limited
अविक मजुमदार
Avik Majumder
वरिष्ठ प्रबंधक - आईआर एवं एचआर
Sr. Manager - IR & HR
हूगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

TABLE OF CONTENTS

Sl. No.	Description	Annexure
1	Scope of work	1
2	Price Bid Format	2
3	Vendor details	3
4	General Terms & Conditions	4
5	Special Terms & Conditions	5
6	NEFT Mandate Form	6
7	List of deviation	7
8	Undertaking	8 & 9
9	Form of Bank Guarantee towards EMD	10
10	Format Of Contract Agreement	11

Signature and Seal of the Bidder(s)


For Hooghly Cochin Shipyard Limited
अधिक मजुमदार
Avik Majumder
वरिष्ठ प्रबंधक - आईआर एवं एचआर
Sr. Manager - IR & HR
हुगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

A) SCOPE OF WORK:

1. The Agency shall provide Security service by deploying adequately trained and well-disciplined Private Security Guards to Guest Houses, work complexes or any other premises of HCSL and other items at the designated place from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guest or any other person working in its units.
2. The engagement may be round-the-clock or in three shifts depending upon the importance and as per actual requirement. The shift timing will be as follows:

‘A’ shift–6:00A.M.to 2:00P.M.
 ‘B’ shift– 2:00P.M.to 10:00P.M.
 ‘C’ shift–10:00 P.M.to6:00A.M.

3. NAZIRGUNGE UNIT:

SHIFT : A (06 AM to 02 PM)	SHIFT : B (02 PM to 10 PM)	SHIFT : C (10 PM to 06 AM)	Total Private Security Personnel
SG: 05	SG: 05	SG : 05	15

4. SALKIA UNIT:

SHIFT: A (06 AM to 02 PM)	SHIFT: B (02 PM to 10 PM)	SHIFT: C (10 PM to 06 AM)	Total Private Security Personnel
SG: 02	SG: 02	SG : 02	06
(09AM to 05PM) General Duty for Security Supervisor: 01			01

5. The Private Security Guards shall ensure safety of life and property of HCSL.
6. The Private Security Guards shall be responsible for opening / closing of the building and rooms as necessitated/directed by HCSL on working and closed days.
7. The Private Security Guards shall maintain records/register of inward and outward movement of Employees and also regulation of guest and visitors, materials, vehicles, etc. with proper check on the same as per instruction given from time to time by HCSL
8. .The Private Security Guards must control and prevent smoking, consumption of alcohol and drugs or any unlawful/indecent activities inside the premises of HCSL
9. The Private Security Guards must have working knowledge of modern day electronic devices like CCTV, Burglar Alarm system, Fire/Smoke detectors System, etc.
10. The Agency shall arrange to maintain at the security desk/booth/office of the unit in-charge, the daily shift-wise attendance record of the Private Security Guards deployed by it showing their arrival and departure time.
11. The authorized person of the Agency shall meet the Controlling Officer for discussing various aspects of security and such meetings must be at a frequency not less than once in a quarter with a feedback report to the IR & HR Department.

12. In case of theft, firing or occurrence of any criminal offence; the concerned on-duty security guard/supervisor will immediately report the incident to the local Police Station and the Controlling Officer.

13. The Agency shall not engage any sub-vendor for execution of the contract or sublet, transfer or assign the contract or any part thereof. In the event of the Agency contravening this condition the HCSL is entitled to terminate the contract at the risk & cost of the Agency and the Agency shall be liable for any loss or damage which the Company may sustain inconsequence or arising out of such replacing of the contract.

B. Terms and Conditions for contractor to pay wages to deployed manpower:

The monthly attendance details of deployed manpower will be forwarded by Officer-in-charge, HCSL to the contractor to prepare a bill by contractor. On the basis of bill, the contractor shall pay the wages, EPF and ESI to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, the contractor shall submit the bill to the Officer- in-Charge, HCSL with salary transfer statement (cash payment not allow), EPF and ESI details. Payslip shall be provided to the deployed manpower. Payment shall be made within 30 days from the date of submission of error-free bill.

C. Period of contract:

The contract shall be valid for 01 years from date of issue of work order. Hooghly Cochin Shipyard Limited (HCSL) reserves the right to extend the validity of contract for a further 01 year period on same rate & conditions. The extension of contract will be based on the performance of the contractor. Decision of Officer –in-Charge, HCSL will be final in this regard. The above-mentioned number of security personnel is approximate and it can be decreased or increased any time during the contract period as per the requirement of the location and as decided by the principal employer.

D. Pre-Bid Meeting:

Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Work shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule.

- i) Only the queries, raised on or before the specified time frame, will be eligible for discussion during the course of the Pre bid discussion.
- ii) The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in the schedule.
- iii) Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
- iv) The purpose of the meeting will be to clarify the exact scope of work and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. HCSL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
- v) Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.
- vi) HCSL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.

PRICE BID FORMATTender No.: **HCSL/OPS/YS/TEN/2024/037** Dated **11.11.2024**Name of Work: Hiring of Private Security Guards on outsourcing basis for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah-711109

SL No	Description	Amount Per persons/Day	Amount per Persons /Month	Amount 22 persons for 12 Months
1.	Unit Price (Including as per Central Minimum Wages Notification (Basic+VDA) PF & ESI)for Security Guards (01.10.2024 to 31.03.2025)	1,055.00	27,437.00	72,43,236.00
2.	Services Charges on Sl. No.1			
3.	Total (excluding GST) in INR			
4.	GST @18%			
5.	Total (Including GST) in INR			

Price Bid Instructions

1. Unit Rate should be as per Central Minimum wages (Including PF 13% + ESI 3.25%).
2. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected

Signature and Seal of the Bidder(s)

VENDORDETAILS(tobesubmittedalongwithTECHNICALBID)

1	NameoftheBidder/Firm	
2	RegisteredOfficeAddressofCompany/FirminKolkata/ Howrah:	
3	TelephoneNo./FaxNo./ MobileNo:	
4	E-mailaddress	
5	Namesofthe contactperson&designation	(i) (ii) (iii)
6	TypeofEntity-Pro praetorship/Partnership firm/Company/NSIC/MSMECategoryetc.(Pleaseattach registration certificate ofFirm /Partnershipagreement /proprietorshipdocuments)	
7	Cost Of Tender Details(DDNo.NameofBank)	
8	EMD Details(DDNo.NameofBank)	
9	PANCardNumber (Self-attestedcopyofPANcardhastobesubmitted)	
	GSTRegistrationNumber (self-attestedcopyhastobesubmitted)	
	EPFRegistrationNo.(Self-attestedcopytobesubmitted). Note: In case firmdoesnothave EPF registrationreasonsthereoftobeindicatedinremarkscolumn.	
	ESI RegistrationNo.(Self-attestedcopy to be submitted). Note: In case firmdoesnothave ESRegistrationreasonsthereoftobeindicatedinremarkscolumn.	
	CopyofLicenseapplicable(Selfattestedcopytobesubmitted)	
10	WhethertheAgencyhasbeen Blacklisted/debarredor giventenderholiday orcontractterminatedbeforeexpiry ofthecontractperiodbyany'govt. autonomusbodies/organizationswherebidder has providedservicesearlierdue to deficiencies in service ormisconductetc.	Yes/No (Pleasetickasapplicable)Ifyes,pleasefurnish detailsona separatesheet

- Certifiedthattheaboveinformationistruetothebestofourbeliefandinformation.

Signatureof Contractor/authorizedsignatureoffirmoragency:

Place:

Date:

GENERAL TERMS & CONDITIONS

1. Offer shall be submitted in the prescribed form to M/s Hooghly Cochin Shipyard Ltd (HCSL), Nazirgunge Works, Satyen Bose Road, P. O. Danesh Sk. Lane, Howrah - 711 109, West Bengal at the designated tender box and has to be addressed to Senior Manager (IR & HR), HCSL.
2. 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.
3. All applicable taxes, duties, transportation, delivery at HCSL Nazirgunge, Works etc. should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
4. Bidders to note that no advance payment will be made by HCSL against work order issued.
5. The Security Agency shall provide suitable number of extra personnel for providing relief on weekly offs and holidays to the above said number of security personnel. Such leave/weekly off relief shall be provided by the Security Agency without any extra cost to the Principal Employer. Security Agency shall engage required number of security personnel towards relief duty and shall not resort to extending on overtime basis. In case the Security Agency is found to handle duty without the services of additional personnel for relief, the component of 28.98% in the salary shall be deducted from the wages by the Principal Employer.
6. The Security Agency shall be responsible for providing its security personnel with uniforms, socks, boots, and rain protective equipment, torch light, binocular, Polycarbonate Safety Sticks. The pattern of uniform to be supplied by the Security Agency shall be of different pattern from that given by the Principal Employers to its employees. Further the Security Agency shall issue photo identity cards to the security personnel on its own name and trading style. The Principal Employer may refuse entry into its premises to any personnel of the Security Agency not bearing such identity card or not being dressed in uniform. Further, torch lights including replacement of torch cells for night patrolling shall be at vendor's scope.
7. Any security personnel provided by the Security Agency whose work or conduct if found unsatisfactory by the Principal Employer, shall be replaced immediately at no cost to the Principal Employer. The Security Agency undertakes to rotate the personnel periodically.
8. HCSL will not take responsibility for any liabilities caused by the contractor in respect of the statutory payment, labour laws or penalties by authorities etc., or will not compensate part or full whatever may be the reasons.
9. Security personnel are strictly banned from use of any kind of Narcotics drugs / Alcohol /smoking etc., inside yard or enter inside yard in such conditions.
10. The work shall be inspected by the Officer -in-charge. The Officer-in-charge will have full liberty to impose penalties for the violation of any of the agreement clauses.

aforementioned MSME order. SC/ ST vendors shall submit a valid certificate from district industries center/ NSIC, for qualifying in the above criteria.

- e. In the case of tender item non-split able or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.
6. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
7. Bidder has to submit the price bid as mentioned in the format (**Annexure-2**) only other wise bid will be rejected. L1 Bidder will be evaluated based on the combined cost of all the SOQ including GST.
8. Any Worker issues with the above personals engaged to be settled by the contractor. HCSL will not have any responsibility w.r.t. any Worker or other issues between contractor and person engaged.
9. 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".
10. Validity of offer has to be for a period of 3 (Three) months from the date of techno commercial opening. In the event, on HCSL request, validity of the tender shall be extended.

11. Security Deposit:

A recovery of 5% will be made as interest free deposit from the contractors towards Security Deposit and will be returned one (1) month after expiry of the contract. No interest shall be payable on SD for the period of its pendency. SD will be forfeited where the contractor. fails to meet the contractual obligations. Contractor can provide SD in our Bank Guarantee format as per annexure-11.

12. If the contractor fails to supply or commence the work, in time as per the terms in purchase order, HCSL shall have the following rights.
 - a) To terminate the contract within 15 days of notice.
 - b) To initiate alternative arrangements at the risk and cost of the contractor.

13. Jurisdiction:

Any disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Kolkata, West Bengal, India.

14. Force majeure condition:

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

11. All the security personnel engaged by the Agency shall be physically and mentally fit and energetic to serve the duty of Security service. All security personnel should have basic knowledge of first aid. They should also have the minimum qualification of Twelve Passed and to be able to read and write Bengali, Hindi or English. The Agency should also obtain Police Clearance certificate i.r.o each of the Security personnel. The Bio-Data of the Security personnel along with the police clearance certificate should be presented before by the Officer-in-charge of HCSL for approval before deployment in HCSL. The Agency shall also ensure to maintain the same manpower to the extent possible for smooth operation. Any change in manpower has to be done with prior approval of the Officer In-Charge of HCSL.
12. All deployed personnel would be eligible for one weekly off day. The minimum rates of wages include the wage for weekly off day. The agency will have to deploy additional Private Security Guards (as Relievers) to accommodate the off days and absence of regular personnel.
13. The agency will have to submit the Duty Roster of a month along with proper indication of the name of the regular guards and reliever(s) to the respective Supervising Officer at least 5(Five)days prior to the start of the month for smooth operation of security
14. The Bidder/Bidding Firm must be registered under the Labour Laws/Rules, like the Contract Labour (R & A) Act 1970, the Employees Provident Fund Organization, the Employees State Insurance Corporation, etc. The proofs in support of the same shall be submitted with the bid documents. The contractor should obtain valid labour license for the work order.
15. The Bidder/ Bidding Firm shall necessarily hold a license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007 to execute the job and always maintain their validity during the tenure of contract

5. MSME/NSIC BENEFITS:

- a. The following benefits are extended for all the firms who are registered with district industries center and come under the category of micro and small enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's order, 2012, all MSE bidders are required to declare their Udyog Aadhar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.
 - i. Tender Forms Shall Be Issued Free of Cost.
 - ii. Payment of earnest money deposit (EMD) is exempted.
 - iii. The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.
- b. For all firms who are registered with national small industries corporation (NSIC) and come under micro and small enterprises holding a valid NSIC certificate, the below benefit is also extended in addition to above.

Waiver of security deposit (SD) for the performance of the contract (10% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (3% of order value by the way of bank guarantee) to be submitted by the firm as applicable.

- c. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.
- d. When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 20% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement shall be divided equally. In this scenario, preference shall be given to SC/ ST vendors to such an extent that they are allowed to supply minimum 4% out of the 20% in line with the

Annexure - 5

SPECIAL TERMS & CONDITIONS

1. **Validity:** The offer should be valid for a minimum period of three months of date of Technical Bid opening.
2. **EMD (Earnest Money Deposit): 1,52,200/-**
 - a) Tenderers shall deposit an amount of **Rs. 1,52,200/-**(as Earnest Money Deposit (EMD) along with the tender.
 - b) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favour of 'Hooghly Cochin Shipyard Ltd. payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -

HOOGLY COCHIN SHIPYARD LIMITED

STATE BANK OF INDIA

BRANCH : COCHIN SHIPYARD

ACCOUNT NO: 37354232301

IFSC CODE: SBIN0003229

- EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded.
- c) EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement.
 - d) EMD deposited with the Client will be forfeited,
 - i) if a bidder withdraws or modifies his bid during the period of validity specified or
 - ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
 - iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening unnecessarily delayed acceptance of the order / commencement of work / submission of Security Deposit.
 - e) The relevant documents pertaining to the EMD should be enclosed in a separate sealed cover, super scribing the Tender Notice No. with Date in Cover-1. TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

3. **Service Duration**

The service shall be provided as per the instructions from Officer-In-charge for a period of ONE year (HCSL reserves the right to extend the validity of contract for a further a period of 01 Year on the same rate & conditions) and to be started within 30 days after issuing W.O.

4. **Payment Terms:**

- a) 100 % Payment shall be made in every month at actual within 30 days of submission of correct / error free Invoice and complete related documents. Contractor should ensure to submit the bill along with proper documents for processing the payment. Delay of accepted bills will lead to delay in processing of payment
- b) Contractor shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the contractor. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice. GST No. of HCSL is 19AAECH3640L1ZD. GST as applicable.

5. **OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

Service Provider is deemed to comply with the occupational health, safety and environmental policy of the company.

6. **LABOUR LAWS & REGULATIONS**

Service Provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948. EPF Act 1952 etc. as applicable.

With regard to EPF/ESI liability, Vendor Compliance Form to be duly filled and submitted to our P&A dept. before commencement of work & before 5th of every month. In case your employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of Challan as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before the commencement of work.

7. **SAFETY RULES**

Service Provider will be responsible for the safety of personal engaged and shall adopt all safety measures to comply with safety regulations in force in HCSL/Vessel.

8. **Liquidated Damages (Non-Deployment Charges)**

Failure to supply the manpower or non-completion of daily Sanitation Service shall attract penalty of

- a) Non-Deployment charges will be levied at the rate of 0.5% of the value of contract per week of delay involved subject to a maximum of 5% of the value of the executed contract value.
- b) The owner shall be at liberty to adjust or deduct the said amount of liquidated damages (not the way of penalty) from any amount due to the contractor including Security Deposit.
- c) When the delay is not a full week or in multiples of a week and involves a fraction of a week, the LD payable for that fraction shall be proportional to the number of days involved.

9. **Instruction to Bidder for submission of Bid**

Bid has to submit in two bid system one is Technical Bid other is Price bid.

A) In **Technical bid** following Prequalification criteria Documents has to be submitted. **(Cover- A)**

- i. Stamped and signed copy of all pages of tender document and corrigenda (if any) with all supporting documents those are mentioned in Annexure-1
- ii. Vender details as per Annexure-3
- iii. Signed copy of unpriced Price bid (Annexure-2) (Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included need to be mentioned for each line item)
- iv. Under taking as per Annexures- 8 & 9
- v. NEFT mandate Form Annexure-6
- vi. List Of Deviations List Annexure-7
- vii. Cost of Tender and EMD to submitted along with Tender documents otherwise Bid will be rejected.
- viii. The average Annual Turnover of the bidder should be more than **Rs. 38.00lakhs** during the last three preceding years. (Notarized Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification) (to be supported by necessary documents and to be submitted along with technical bid).

B) In Price Bid as per Price bid format (Annexure-2) should be signed and stamped kept in separate cover and submitted strictly as per tender schedule (Cover- B)



For Hooghly Cochin Shipyard Limited

Senior Manager (IR&HR)

अधिक मजूमदार
Avik Majumder
वरिष्ठ प्रबंधक - आईआर एवं एचआर
Sr. Manager - IR & HR
हूगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

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) Vendor Name
- 2) Vendor Address with Phone No
- 3) Vendor Code
- 4) Permanent Account Number (PAN)
- 5) Particulars of Bank Account
- a. Name of the Bank
- 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". Please take the correct code from your bank for proper identification of city, bank, branch)
- 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)
- 6) Email Address of Vendor
- 7) Date of Effect of RTGS/NEFT in your Bank

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)

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

(.....)

Signature of Employee

Bank Certificate

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

Date:

Place:

(.....)
Authorized official of Bank

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION		PAGE 1 OF 1
Tender Name: Hiring of Private Security Guards on outsourcing basis for a period of One year for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah(Detailed specification is enclosed separately)		
TENDER NOHCSL/OPS/YS/TEN/2024/037 dated 11.11.2024		
We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:		
<u>LIST OF DEVIATIONS (HCSL) reserves the right to reject offers with deviations)</u>		
Sl. No.	Description / Tender Reference	Reasons for Deviation
Name of tenderer:		
Date:	Name & Designation	Seal & Signature
		(Company Seal)

UNDERTAKING

I, Shri..... in my capacity as Managing Partner / Chairman and Managing Director / Proprietor of M/s.....do hereby give an undertaking that we have dedicated registered office /Branch Office in Kolkata / Howrah.

Signature of Authorized Personnel:

Name of Firm or Authorized Signatory:

Designation:

Contact No.

UNDERTAKING

I, Shri..... in my capacity as Managing Partner / Chairman and Managing Director / Proprietor of M/s.....do hereby give an undertaking that we shall not sub-contract the work or part of work to any other agency if awarded the contract by HCSL, Howrah.

Signature of Authorized Personnel:

Name of Firm or Authorized Signatory:

Designation

Contact No.

Form of Bank Guarantee towards EMD

(On stamp paper of value Rs.200/-)

This deed of GURANTEE made onday ofTwo thousand Eighteen between HCSL on the one part and (Name and address of the bank) of the other part is as follows:-

In consideration of the HCSL having allowed M/s..... (Hereinafter referred to as 'the Contractor') to submit Tender No..... to them without Earnest Money according to the conditions of such Tender Notification,

We.....(here enter the name of

'the Bank') a Company incorporated under theAct and having its registered office at(hereinafter referred to as 'the bank') undertake to pay to HCSL on demand at Kolkata the sum of money payable as Earnest Money in respect of the Tender No.....made by the Contractor in case the

Contractor withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the HCSL the Contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by the HCSL or otherwise commits any breach of the terms and conditions of the tender.

We,Bank Guarantee to pay the amount due and payable under this guarantee without any demur merely on demand from the HCSL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The liability of the surety shall be restricted to Rs(Rs..... only)

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

This guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till the HCSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for Six Months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the Bank within Six Months after the said period in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

The decision of the CEO, HCSL as to whether the occasion or the ground has arisen for the demand of the surety form Bank shall be final. The HCSL shall be at liberty to act as though the Bank were the principal debtor.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HCSL in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

In witness whereof we have hereunto set our hand and seal this.....dayof.....Two thousand and

Place:

Date:

FORMAT OF CONTRACT AGREEMENT
PROFORMA OF CONTRACT AGREEMENT
(On West Bengal state stamp paper)

THIS AGREEMENT MADE ON 2024 BETWEEN THE CEO, HOOGHLY COCHIN SHIPYARD LIMITED, HOWRAH, INDIA ON BEHALF OF HOOGHLY COCHIN SHIPYARD LIMITED (hereinafter called the “Engineer-in charge”) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office on one part of and(hereinafter called “CONTRACTOR”) on the other part. WHEREAS THE ENGINEER-IN-CHARGE is desirous that certain work should be done viz. “Hiring of Private Security Guards on outsourcing basis for a period of One year for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah” and had accepted the tender by the Contractor for the construction, completion & guarantee of such work, NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words & expression shall have the same meaning as respectively assigned to them in the General & Special conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form part and be read and construed as part of this agreement viz.
 - a) The said tender.
 - b) The conditions of contract (General & Special).
 - c) The tender schedule.
 - d) All letters from contractor
 - e) All letters by HCSL.
 - f) HCSL Work Order
3. In consideration of the payment to be made by the Senior Manager (IR & HR), HCSL to the contractor (hereinafter called the contractor) hereby covenants with Senior Manager (IR & HR) to construct, complete and guarantee the work in conformity in all respects, with the provisions of contract.
4. The Senior Manager (IR & HR) hereby covenants to pay the contractor the contract price, in consideration of the construction, completion & guarantee of the work at the time and in the manner prescribed by the contract.
5. In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hand & seals) the day and year first above written.
6. The common seal of the Senior Manager (IR & HR), Hooghly Cochin Shipyard Limited, Kolkata, India, has signed.

For Hooghly Cochin Shipyard Limited,

Signed & Sealed by Contractor: -

In the presence of: -

- 1.
- 2.