



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



वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE

Tender No: HCSL/PUR/TEN/2024/060

Dt. 30.12.2024

TENDER NOTICE

Competitive offers are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) for the under mentioned work, 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/2024/060, Dt. 30.12.2024
Scope of Supply / Work	Supply of air vent heads and sounding cocks at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah
Type of Tender	Two Bid
Last date & time of receipt of tender	13.01.2025 at 1500 Hrs.
Date & time of opening of technical bid	13.01.2025 at 1530 Hrs.
Delivery Period	Within 30 Days (from the date of issuance of Purchase Order/LOI).
Officer - in - Charge	Name: Girish Gupta Designation: Asst. Manager (Materials) Email: girish.gupta@hooghlycsl.com Phone No: +91 8085278430





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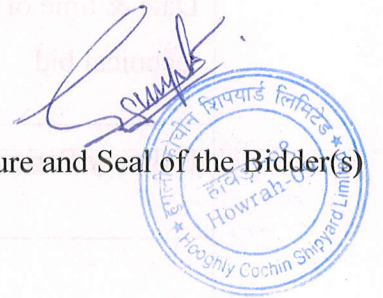
Name: Saikat Biswas
Designation: Dy. Manager (Materials)
Email: saikat.biswas@hooghlycsl.com
Phone No: +91 8250792208

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 Limited, Nazirgunge Unit, Howrah.

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)



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

girish.gupta@hooghlycsl.com
saikat.biswas@hooghlycsl.com

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.

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/supply:

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

Name: Saikat Kumar Biswas
Designation: Deputy Manager (Materials)
Email: saikat.biswas@hooghlycsl.com
Phone No: 8250792208

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 similar material within the last 5 years ending last day of month previous to the one in which applications are invited. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Similar Supply means: Supply of class approved air vent heads/hoods to any State/Central Govt., Shipyards, MNCs, shipping companies etc. within the respective years.

- ii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (**Financial Year :2021-22, 2022-23, 2023-24**) 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 :2021-22, 2022-23, 2023-24**).
- 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)

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Sd/-

**For Hooghly Cochin
Shipyards Limited**

Signature and Seal of the Bidder(s)

Rev. No.	Pages	Description	Date	Sign.
0	6	FIRST ISSUE	04-10-2024	Sanil Peter
1	6	Updated typo errors	07-12-2024	Rakesh

Annexure-1



HOOGHLY COCHIN SHIPYARD LIMITED

HOWRAH – 711 109

YARD NO	01124001,01224002 01324003,01424004	PROJECT: 40 T BOLLARD PULL ASD TUG											
OWNER	INDUSTRIAL HANDLING PRIVATE LIMITED	PURCHASE TECHNICAL SPECIFICATIONS FOR AIR VENTILATION HEADS AND SOUNDING COCKS											
APPROVED	RAKESH Kr. SAGAR												
CHECKED	VIJAY KUMAR												
PREPARED	A.K. MISHRA												
DATE	07-12-2024	SCALE: - NA	Doc. No.: PTS-01124001-20										
ISSUED TO	NO. DEP.												
	NO.												

This document/specification is the property of Hooghly Cochin Shipyard Limited, and it must not be copied or the contents thereof 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.

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Section A: General Specifications

1. Name & Quantity

This document indents for the supply of **Airvent Heads and Sounding Cocks** listed in Annexure – 1.

The quantity of items indicated above is for only one (1) vessel. The total requirement is to be considered for four (4) vessels. The technical specifications of items shall be as per Annexure – 1 of this document.

2. Conditions of Supply

- a) The offer should be complete with all relevant details such as detailed technical specifications, material specifications, overall dimensions, storage/ preservation details etc.
- b) All items should be suitable for marine applications. The material of construction of items should be suitable for fluid handled and as per class requirements. The material of air vents & sounding cocks is mentioned in Annexure-1.
- c) The end connection shall be of flanged as per standard as per EN1092-1 Type 01 Flat Face. PN Rating of Flanges shall be as per the same mentioned in Annexure-1. In case of any deviation with this standard, the same should be indicated in the offer.
- d) Air-vent head:

All vent heads should be type approved by any IACS member.

The airvent head shall be of compact design, adequate for air flow and floater made of PE ball.

- e) Self-Closing Sounding Cock:

Manual sounding cock with cap and lever with counterweight to be provided. The end shall be female BSPP Threaded.

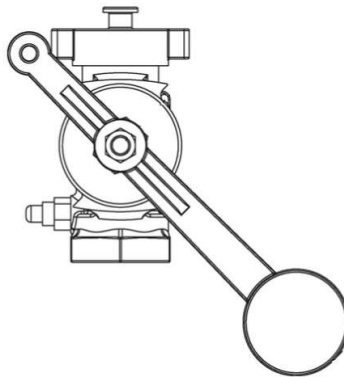


Fig 1. Reference Image for Self-Closing Sounding Cock

- f) The manufacturer's test certificate to be provided for each consignment of material. All items shall be inspected by Hooghly Cochin Shipyard's representative, or a third party authorized by Hooghly Cochin shipyard.
- g) In case of any deviation with these conditions of supply, the same should be clearly indicated in the offer.

3. Guarantee

The items supplied 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.

4. Environmental Conditions

The supplied items should be designed for use in ambient conditions as mentioned below:

Sea water temperature	:	max. 32° C min. 5° C
Air temperature outside	:	max. 40° C min. 10° C
Relative Humidity	:	max. 90% min. 50%
Engine Room temperature	:	50° C

List, rolling, trim and pitch according to limits as per Class

5. Supply of Documents

All documents shall be in English and in SI unit system and the following documents shall be submitted, where applicable. The drawing approval where required by the Classification Society shall be obtained by the manufacturer.

8.1. Documents to be submitted along with offer

- a. Preliminary dimensional drawing of Vent Heads & Sounding Cocks along with model number (if any), test pressure, material of body and internal items etc.
- b. Technical datasheet / Item catalogue
- c. Weight

8.2. Documents to be submitted within 21 working days after placement of Order/LOI/As per final agreement

- a. Final dimensional drawing of Vent Heads & Sounding Cocks indicating Open and Closed Position
- b. Model number (if any), test pressure, material of body and internal items etc.
- c. 'K' factor / Pressure drop across the item
- d. Technical datasheet / Item catalogue
- e. Weight

Original plus 3 copies of material/chemical composition and mechanical test certificate shall be furnished at the time of supply of the item. The class certification should be submitted.

6. General Remarks

a) Tally Plate

Identification markings/ tally plate to be provided showing the type of Vent Head & sounding cock, material, nominal bore, pressure rating, test pressure and manufacturing process as applicable and as per manufacturer's standard. The details should be clearly visible and indicated in English and in SI unit.

b) Preservation

- a) Each item shall be cleaned, prepared & suitably protected for dispatch in such a way so as to prevent ingress of moisture and contamination during transportation & storage.
- b) The machined surface of fittings is to be suitably protected against mechanical damage during shipment & storage.

7. Compliance

The vendor should comply all the points mentioned in this document. Deviations from the Technical specification shall be specifically indicated.

Annexure-1

S.No.	Type	Screen	End Connection	Material	Size	Class	Pressure Rating	Remarks	Qty
1	Vent with auto closing	Flame Screen	Flanged Type	MS	100 NB	III	PN6	Type approved	2
2	Vent with auto closing	Flame Screen	Flanged Type	Galv. MS	80 NB	III	PN6		2
3	Vent with auto closing	-	Flanged Type	Galv. MS	65 NB	III	PN6		7
4	Vent with auto closing	Flame Screen	Flanged Type	Galv. MS	65 NB	III	PN6		2
5	Vent with auto closing	Insect Screen	Flanged Type	Galv. MS	65 NB	III	PN6		2

Notes:

All vent heads are to be type approved.

Sl. No	Type	End Connection	Body Material	Class	Pr. Rating	Size (NB)	Remarks	Qty/ Vessel (Nos)
1.	Self-Closing Sounding Cock (Ball Type)	Female BSPP Threaded	Cast Iron	III	PN2.5	40	Manual sounding cock with cap and lever with counterweight	8

PRICE BID FORMAT

Tender Enquiry No: HCSL/PUR/TEN/2024/060, Dt. 30.12.2024

Subject: Supply of air vent heads and sounding cocks at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

Sl. No.	Description	Screen	Material	Quantity	UOM	HSN Code	Unit Rate (Without GST)	GST %	Unit Rate (with GST)	Total Amount
				A	B	C	D	E	F	G=A x F
1.	Air Vent with auto closing, (Size – 100 NB)	Flame Screen	MS	8	Nos.					
2.	Air Vent with auto closing, (Size – 80 NB)	Flame Screen	Galv. MS	8	Nos.					
3.	Air Vent with auto closing, (Size – 65 NB)	-	Galv. MS	28	Nos.					
4.	Air Vent with auto closing, (Size – 65 NB)	Flame Screen	Galv. MS	8	Nos.					
5.	Air Vent with auto closing, (Size – 65 NB)	Insect Screen	Galv. MS	8	Nos.					
6.	Self closing sounding cocks (Ball Type)- 40 NB	-	Cast Iron	32	Nos.					
7.	Total amount excl GST.									
8.	GST Amount									
9.	Total amount incl GST.									
10.	Total amount (incl GST) in words:									

Price Bid Instructions

1. Quotation submitted should be on FOR HCSL stores basis.
2. Quoted items should comply with the technical specification as per Annexure-I (Technical Specification).

3. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
4. Price to be quoted in INR only.
5. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
6. L1 Bidder will be evaluated based on the combined cost of all the line items excluding GST.
7. Un-priced Price bid to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable & details like quoted/nil/included to be mentioned for each line item.
8. Prices should be inclusive of IRS/IACS member inspection/type approval charges as required as per PTS (Annexure-I).

Important Note: Bidder should provide the items offered (with details like percentage of taxes and duties applicable and mentioning "Quoted/Included" - without mentioning the price – termed as "UNPRICED BID") with commercial terms agreed undersigned in company letterhead.

Signature and Seal of the Bidder(s)

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. Signed and stamped copy of Scope of supply & Technical Specification (Annexure-1)
 - b. Unquoted Price bid (Annexure-2)
 - c. Special Instruction to Bidder (Annexure-3)
 - d. General Terms and Conditions (Annexure-4)
 - e. Make in India
 - f. Restriction of bidders sharing land border with India
 - g. Deviation List , if any.
 - h. NEFT Mandate Form
 - i. Form of bank Guarantee towards SD
 - j. Vendors detail
 - k. Self-Declaration
 - l. Details of Legal Case pending, if any

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. In case Price bid is placed inadvertently in the Techno-Commercial Part or in case Price bid is not password protected, Bid will be straightway rejected.

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

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

girish.gupta@hooghlycsl.com

saikat.biswas@cochinshipyard.in

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.

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 are to be furnished in duplicate and 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. 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.	Spare/Tool requirements to be confirmed, if applicable i) Installation and commissioning spares, Manufacturer's standard recommended consumable spares, special jigs and tools for maintenance of the machinery/equipment and Classification society required Spares are to be included in Scope and costs. ii) The same shall be included in offered costs and shall be a part of L1 evaluation. List of Spares to be submitted alongwith the offer.	NA
6.	Please note that the Class test and approval charges, if any are to be included in the equipment pricing.	
7.	<u>SPECIFICATIONS:-</u> 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. Spare/Tool required as per PTS to be included in scope along with cost. b) Materials offered shall be new and unused and conform to HCSL specifications and drawings. 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.	
8.	Packing materials should be eco friendly.	

9.	Supplier should follow the statutory requirements of product offered.		
10.	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.		
11.	COMMISSIONING:- Scope and cost of offer also to include availability of competent service engineer for a period of XX man days as required by HCSL for commissioning / test and for official trials		NA
	b) Cost considered to include travel tickets, lodging, boarding and local transport costs.		NA
	e) Additional manday rates to be indicated separately (all inclusive of cost for lodging, boarding and local transport etc.) for extension beyond agreed mandays.		NA
12.	For Foreign vendor	d) Applicable taxes in India shall be borne by the Supplier (As per Income tax act,1961 for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors).	NA
		e) Income tax liability of non resident service engineer based on his period of stay in India shall not be borne by HCSL	NA
		f). The non resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable HCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought 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)	NA
13.	Taxes and duties, if any, payable extra are to be indicated in the techno commercial part and price part.		NA
14.	For indigenous vendor	<u>MSEs, Startups and Make in India</u> a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at HCSL website (www.cochinshipyard.com) under the Tenders tab for further reference.	
15.	Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture, delivery etc.). Please note, required date of items at HCSL is within 30 days from date of PO/LOI.		
16.	For Foreign vendor	<u>SHIPMENT</u> a. Supplier shall intimate HCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.	NA
		b. A minimum 14 days free detention period is to be granted for clearance of the goods at Kolkata seaport, as applicable for full containers.	NA

17.	<u>PAYMENT TERMS:</u> a) For equipment with commissioning HCSL payment term is 90% alongwith 100% applicable taxes within 45 days from the date of receipt at HCSL and balance 10% on satisfactory completion of commissioning.	NA		
	b) For general items HCSL payment term is 100% within 45 days of receipt and acceptance of materials at HCSL stores after inspection.			
	c) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid.			
	<table><tr><td>For Foreign vendor</td><td>Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ neecessitated.</td></tr></table>	For Foreign vendor	Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ neecessitated.	NA
For Foreign vendor	Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ neecessitated.			
	d) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 15% order value only. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (i.e. till completion of supplies or for a period as specifically agreed + 90 days). Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid.			
	e) Part payment shall be considered only if specifically agreed against partial supplies.	NA		
18.	<u>Earnest Money Deposit (EMD):</u> (a) Rs _____ to be submitted through Demand Draft / Bank Guarantee as per HCSL standard format 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 _____ STATE BANK OF INDIA COCHIN SHIPYARD BRANCH ACCOUNT NO: 37354232301 IFSC CODE: SBIN0003229. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority. Tenders received without EMD will not be considered at all for further evaluation. (b) Firms having valid HCSL registration for similar works with a financial limit equal to or more than the cost of the work are exempted from payment of EMD. All such firms who intend to avail EMD exemption shall invariably enclose a copy of their valid HCSL registration certificate along with Techno-Commercial bid. (c) No pending bill adjustments towards EMD amount are permitted.	NA		

	<p>(d) The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG. Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption.</p> <p>Forfeiture of EMD: The EMD shall be forfeited by bidder in the following events. (a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder. (b) If Bid is varied or modified in a manner not acceptable to HCSL during the validity period or any extension of the validity duly agreed by the Bidder. (c) If it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / contract conditions.</p>	
19.	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u> a.i The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) 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. a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. a.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 initial BG) to cover the guarantee period mutually agreed plus 90 days.</p> <p>However in the case of items where WBG is not applicable the SD shall be valid for item delivery at yard plus 90 days.</p> <p>Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Hooghly Cochin Shipyard Limited, Howrah.</p>	
	<p>b) The above SD is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs (or equivalent foreign currency) and above.</p>	
	<p>c) 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.</p> <p>However in cases where total quoted value is less than 20 lakhs,(ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs , the aforesaid loading will be applied on individual items in following cases.</p> <ul style="list-style-type: none"> • The bidder has not quoted for entire tendered quantity • HCSL has technically / commercially rejected a few items in the tender 	
	<p>d) SD to be submitted within 4 weeks of receipt of order from yard.</p>	
	<p>e) Format of bank guarantee along with enquiry to be agreed.</p>	

	For Foreign vendor	f) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank (for overseas bidders)	
20.	If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.		
	a. To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any.		
	b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL.		
	c. Risk Purchase 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 Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.		
21.	<u>Liquidated Damage:</u> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price of machinery/equipment, subject to a maximum of 10% of the total basic price of machinery/equipment (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 clause above.		
	For indigenous vendors	GST will be applicable upon LD and the same also will be deducted along with LD.	
22.	<u>Guarantee</u> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period from delivery of items until 12 months from the date of delivery of the ship to Owners OR 24 months from delivery of items to Yard, whichever is earlier. Should such damage/failure occurs within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses.		
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.		
23.	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate dispute resolution mechanism can also be considered.		
24.	<u>Arbitration:</u> (a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. (b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act,		

	<p>1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.</p> <p>(c) Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Kolkata.</p> <p>(d) Language of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law.</p> <p>(e) In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata, West Bengal.</p>										
25.	<p><u>Force Majeure condition:</u></p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>										
26.	<table border="1"> <tr> <td rowspan="4">For Foreign vendor</td><td> <p><u>Indian Agent:</u></p> <p>a) Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.</p> </td><td>NA</td></tr> <tr> <td> <p>b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished.</p> </td><td>NA</td></tr> <tr> <td> <p>c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.</p> </td><td>NA</td></tr> <tr> <td> <p>d) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.</p> </td><td>NA</td></tr> </table> <p>e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender</p>	For Foreign vendor	<p><u>Indian Agent:</u></p> <p>a) Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.</p>	NA	<p>b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished.</p>	NA	<p>c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.</p>	NA	<p>d) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.</p>	NA	
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27.	<p><u>PRICING:</u> Bidders should quote prices for delivery of materials FOR HCSL stores/FOB & C&F Kolkata port, India. Insurance shall be to HCSL scope.</p>										

For indigenous vendors	<p>b. Bidders should quote prices for delivery of materials FOR HCSL stores.</p> <p>Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.</p> <p>c. Indigenous Firms shall quote in INR only. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders.</p> <p>d. Bidders may also quote on High Sea Sales basis, and necessary clearance of items will be done by HCSL after execution of HSS agreement.</p>	
For Foreign vendor	<p>e. Foreign Bidders should quote prices FOB & C&F Kolkata port, India basis.</p> <p>f. 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.</p> <p>g. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid</p>	NA
	e. Validity: Prices should be valid for acceptance for a period of four months from the date of tender opening.	
	f. Inspection charges, if any required, shall also be separately included in the quote.	
	g. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
	h. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	
	i. Unpriced bid (price bid without price) duly signed is to be submitted alongwith techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, 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.	

	j. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated.			
	k. After submission of quotation/price offer no unsolicited correspondence will be entertained.			
	l. Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.			
28.	<p>L1 computation shall be based on total landed cost of all items on FOR HCSL store basis, including cost of spares & Class certification charges, if applicable, required as per tender (excluding GST/IGST).</p> <p>Calculation of total landed coat:</p> <p>1. For Indigenous bidder: The landed cost is the quoted price FOR HCSL store basis.</p> <p>2. For foreign bidders: The landed cost will be arrived by adding the custom clearance charges, local transportation charges (from port to HCSL store), Taxes etc. on quoted price of FOB & C&F Kolkata port, India basis.</p>			
	<table><tr><td>For Foreign vendor</td><td>For all import consignments directly imported in HCSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.</td></tr></table>	For Foreign vendor	For all import consignments directly imported in HCSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.	NA
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29.	<p><u>Integrity Pact:</u></p> <p>(a) As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre Contract Integrity Pact as per format enclosed and to submit along with your offer.</p> <p>The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p> <p>(b) For offers less than the threshold value of Rs.100 Lakhs, Code of Integrity in Public Procurement (CIPP) and Code of Conduct for suppliers is to be signed and submitted along with the offer</p>	NA		
30.	<p><u>SUB CONTRACTING AND ASSIGNMENT:</u></p> <p>Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>			
31.	<p><u>General:</u> 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.</p>			

	<p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as “List of Deviations”, failing which it will be presumed that all the terms and conditions are acceptable.</p>	
	<p>c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation.</p> <p>Suppliers shall not depute their representative to HCSL.</p>	
32.	<p><u>Purchase Order:-</u> a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender.</p>	
	<p>b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted.</p>	
33.	<p><u>SUPPLY:-</u> -</p> <p>a)HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store.</p> <p>The customs clearance charges of above (If any) shall be to supplier account.</p>	
	<p>b) In case HCSL deputs 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.</p>	
	<p>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.</p>	
	<p>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.</p>	

	<p>(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.</p>	
34.	<p>HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.</p> <p>The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations.</p>	
35.	<p>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.</p>	
36.	<p><u>Termination Clause:</u></p> <p>(a) This purchase order may be terminated upon the occurrence of any of the following events</p> <ul style="list-style-type: none"> (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 parties; <ul style="list-style-type: none"> • 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. <p>(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.</p> <p>(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.</p> <p>(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</p>	
37.	<p><u>Limitations of Liability:</u></p> <p>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</p>	

38.	<p><u>Indemnity clause:</u> 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.</p>		
39.	<p><u>Malicious Code:</u> 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.</p>		
40.	<p><u>Packaging:</u> (a) Material to be wrapped with protective covers like VCI/ Environmental friendly Polythene (as per Govt. of India guidelines)/ Tarpauline. (b) To the extent possible, material needs to be packed in standard pallet/ box size of 1 X 1 meter. (c) If multiple components needed to be accommodated in the boxes, separator to be provided inside. (d) Packaging should withstand at least 2 Years life without degradation (e) Material should be with proper preservation for the prevention of rust, Transit damage etc. (f) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. (g) Proper Identification details should be provided on each box. The below details are required as minimum: Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers & Serial number list (for applicable parts), Batch details, Shelf life. (h) Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count. (i) Asbestos should not be part of any material / packing material supplied to HCSL. (j) Transporter's Vehicles are to have all statutory documentation including valid PUC certificate.</p>		
41.	For indigenous vendors	<p><u>Goods & Service Tax:</u> (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.</p>	

		(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	<p><u>Input Tax Credit:</u></p> <p>(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 / liveable and any other penalties on HCSL and the vendor shall indemnify against all costs to HCSL, and consequences therefrom.</p> <p>(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 / leivable on HCSL and any other penalties on HCSL and the bidder shall hold HCSL indemnified against all cost and consequences there form.</p> <p>(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.</p> <p>(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</p>	

Specify Yes / No

Restriction on Procurement from Countries Sharing Land Border with India

(a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified below.

(b) A bidder is permitted to procure raw material, components, sub-assemblies etc, from vendors from countries sharing land border with India. Such vendors will not be required to be registered with competent authority.

(c) However, in case the bidder has proposed to supply finished product from vendors from countries sharing land border with India, such vendors will be required to be registered with competent authority

(d) Definitions

(i) "Bidder" for the purpose of the Order (including the term "tenderer", "consultant", "vendor" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.

(ii) "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

(iii) "Bidder from a country which shares a land border with India" for the purpose of the Order means

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iv) "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

(v) Beneficial owner for the purposes of point (iii) above will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:-
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- Where no natural person is identified under para (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(e) Wordings of certificate to be submitted along with tender documents:-

"I have read the clause regarding restrictions on procurement from a bidder of a country which

shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).

Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable).”

Sign and stamp

Purchase Preference for Make In India (MII)

Purchase Preference for Make In India (MII)

(a) To encourage „Make in India“ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-

(b) Eligibility of „Class-I local supplier“/ „Class-II local supplier“/ „Non-local suppliers“ for different types of procurement

- (i) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only „Class-I local supplier“, shall be eligible to bid irrespective of purchase value.
- (ii) Only „Class-I local supplier“ and „Class-II local supplier“, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, „Non-local suppliers“ shall also be eligible to bid along with „Class-I local suppliers“ and „Class-II local suppliers“. In procurement of all goods, services or works, not covered by sub-para (a) above, and with estimated value of purchases less than Rs. 200 Crore.

(c) Purchase Preference

~~A In the procurements of goods or works which are divisible in nature, the „Class-I local supplier“ shall get purchase preference over „Class-II local supplier“ as well as „Non-local supplier“, as per following procedure:-~~

- ~~(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is „Class-I local supplier“, the contract for full quantity will be awarded to L1.~~
- ~~(ii) If L1 bid is not a „Class-I local supplier“, 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the „Class-I local supplier“ will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such „Class-I local supplier“ subject to matching the L1 price. In case such lowest eligible „Class-I local supplier“ fails to match the L1 price or accepts less than the offered quantity, the next higher „Class-I local supplier“ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder~~

B In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the „Class-I local supplier“ shall get purchase preference over „Class-II local supplier“ as well as „Non-local supplier“, as per following procedure:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is „Class-I local supplier“, the contract will be awarded to L1.
- (ii) If L1 is not „Class-I local supplier“, the lowest bidder among the „Class-I local supplier“, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such „Class-I local supplier“ subject to matching the L1 price.
- (iii) In case such lowest eligible „Class-I local supplier“ fails to match the L1 price, the „Class-I local supplier“ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the „Class-I local supplier“ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (iv) „Class-II local supplier“ will not get purchase preference in any procurement, undertaken by procuring entities

(d) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the „Class-I local supplier“ shall get purchase preference over „Class-II local supplier“ as well as „Non-local supplier“, as per following procedure:

- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only „Class I Local suppliers“.
- (ii) In other cases, „Class II local suppliers“ and „Non local suppliers“ may also participate in the bidding process

along with „Class I Local suppliers“ as per provisions of the Order.

- (iii) If „Class I Local suppliers“ qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case „Class I Local suppliers“ do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the „Class I local supplier“ over „Class II local suppliers“/ „Non local suppliers“ provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the „Class I Local suppliers“ taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting „Class-I local supplier“, whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting „Class-I local supplier“, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher „Class-I local supplier“, falling within 20 (twenty) percent margin of purchase preference, and so on.
- (e) **Minimum local content:** The „local content“ requirement to categorize a supplier as „Class-I local supplier“ is minimum 50 (fifty) percent. For „Class-II local supplier“, the „local content“ requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as „Class-I local supplier“/ „Class-II local supplier“. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for „Class-I local supplier“/ „Class-II local supplier“ respectively.
- (f) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- (g) **Verification of local content:**
 - (i) The „Class-I local supplier“/ „Class-II local supplier“ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for „Class-I local supplier“/ „Class-II local supplier“, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (ii) In cases of procurement for a value in excess of Rs. 10 crores, the „Class-I local supplier“/ „Class-II local supplier“ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - (iii) 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.
 - (iv) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Make in India Certificate

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended from time to time we M/s....., hereby certify the following facts for our offered product against GeM bid number

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

Purchase Preference for MSEs

- (a) Participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value.
- (b) The 25 (twenty five) per cent quantity will be distributed proportionately among bidders, in case there are more than one MSEs within such price band.
- (c) In case of non-divisible supply, the above MSE will be offered option to supply the entire quantity, subject to meeting L1 price.
- (d) For availing the above, the MSE firm is to meet the following requirement:-
- (i) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - (ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - (iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
 - (iv) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
 - (v) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

Declaration for MSE purchase preference (if applicable)

This is to certify that we M/s are the manufacturer of the offered product (listed below) in this tender enquiry / GEM bid number and we claim that we are eligible for MSE purchase preference as per Government of India guidelines. We fall under Micro/Small category for the current financial year

Schedule	Item description	Manufacturer of product YES/NO

Sign and stamp

Note:- If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION

Tender Name: Supply of air vent heads and sounding cocks at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah

TENDER NO: **HCSL/PUR/TEN/2024/060**

DATE: 30.12.2024

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:

LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)

Sl. No.	Tender Reference & Description	Reasons for Deviation/Remarks

Name of tenderer:

Date:

Name & Designation

Seal & Signature

(Company Seal)

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE**

To

HOOGHLY COCHIN SHIPYARD LTD

(Govt. of India Enterprise,)

Satyen Bose Road,

Danesh SK Lane (PO),

Nazirgunge, Howrah,

West Bengal - 711109.

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

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

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

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

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the
Contract or of the Works to be performed there under or of any of the Contract documents which
may be made between **HCSL** and the Supplier shall in any way release us from any liability under
this guarantee, and we hereby waive notice of any such change, addition or modification. We, the

Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed(only).

2. This Bank Guarantee shall be valid upto (date)and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **HCSL** serve upon us a written claim or demand on or before.....(validity date).

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

Yours truly,

Signature and seal of the

guarantor:.....

Name of

Bank:.....

Address:.....

Date:.....

11 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.

BANK GUARANTEE TOWARDS EMD

To

~~HOOGLY COCHIN SHIPYARD LTD~~~~(Govt. of India Enterprise,)~~~~Satyen Bose Road,~~~~Danesh SK Lane (PO),~~~~Nazirgunge, Howrah,~~~~West Bengal 711109.~~

This deed of Guarantee made on Day of Two Thousand between HCSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of HCSL having allowed M/s. (herein after referred to as „the Contractor“) to submit Tender No. without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as „the bank“) undertake to pay to HCSL on demand the sum of money payable as Earnest Money in respect of the Tender Number made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by HCSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by HCSL or otherwise commits any breach of the terms and conditions of the tender.

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:
Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till 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 6 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 3 months after the said period in which case the same shall be enforceable.

We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and HCSL or any neglect, indulgence or forbearance by HCSL.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ——— only).
2. This Bank Guarantee shall be valid up to (date) (9 months from the date of issuing the BG) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before (validity date).

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

~~Yours truly,~~

~~Signature and seal of the guarantor:~~

~~Name of Bank:.....~~

~~Address:~~

~~Date:.....~~

PRE-CONTRACT INTEGRITY PACT**HOOGLHY 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.

WHEREAS the PRINCIPAL proposes to procure..... and the BIDDER/ Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

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 secure the 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 particular BIDDER in comparison to other BIDDERS.

- 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.
- 2 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 in particular 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 principals or 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 demand for 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:-~~
- ~~i. To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.~~
 - ~~ii. The Earnest Money Deposit (in pre contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or~~

~~partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.~~

- ~~iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.~~
- ~~iv. To recover all sums already paid by the 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.~~
- ~~v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.~~
- ~~vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the 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.~~
- ~~vii. 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.~~
- ~~viii. 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.~~
- ~~ix. 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.~~
- ~~x. 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 employed by 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. Shri. Jagadip Narayan Singh, IAS
(Retd.), C 54, Bharatendu Harischandra
Marg, Anand Vihar, Delhi 110092.
Mobile: 9978405930~~

~~Email: jagadipsingh@yahoo.com~~

~~8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent 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, he will 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 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.~~

~~12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.~~

~~13~~ The parties hereby sign this Integrity Pact at.....on.....

PRINCIPAL

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1.....

1.....

2.....

2.....

~~* 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.~~

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 No. (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
- 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

Annexure – 11**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)	
8	EMD Details (DD No. Name of Bank)	
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	Whether the agency has been blacklisted/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

- **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

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

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

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

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

Seal:

Date:

Place.....

(Sample Format)

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

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

SIGNATURE OF BIDDER
