



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: HCSSL/PUR/TEN/2025/009

Dtd. 07.02.2025

NOTICE INVITING TENDER

Offers are invited on behalf of Hooghly Cochin Shipyard Limited (HCSSL) for the under mentioned supplies, so as to reach the undersigned on or before the date and time as mentioned below. Please refer the technical specification/s, General Terms and Conditions and Special terms and conditions as attached with the tender document:

Tender No. & date	HCSSL/PUR/TEN/2025/009, Dtd. 07.02.2025
Scope of Supplies / Work	Procurement of MS plates, Angle and channels of various sizes at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
Type of Tender	Two - Bid (<u>Price Bid password protected</u>)
Mode of Submission	E-mail mode only (No hard copy of documents to be accepted)
Cost of Tender	NIL
EMD amount to be submitted	Rs. 40,000/- (Rupees Forty thousand only)
Last date & time of receipt of tender	12.02.2025 at 1700 Hrs.
Date & time of opening of technical bid	12.02.2025 at 1730 Hrs.
Delivery Period	The items should be delivered within 15 days from the issuance of PO
Officer - in - Charge	Name: Arijit Saha Ray Designation: Project Officer (Mechanical) Email: arijitsaha.ray@hooghlycsl.com Phone No: +91 8697160498 Name: Sreerag G Designation: Manager (Materials) Email: sreerag.g@hooghlycsl.com Phone No: +91 9482608957

Tender to be submitted by E-mail only. Tender reference should be clearly indicated on the subject of the Mail. Tenders should be submitted in a **two separate files** as PART – I "TECHNO-COMMERCIAL" & PART – II "PRICE" BID (Password Protected) indicating the tender number, due date of the tender and subject as in-line with the scope of work in the Mail addressed to:

sreerag.g@hooghlycsl.com / arijitsaha.ray@hooghlycsl.com

For Hooghly Cochin Shipyard Limited

Signature and seal of the Bidder(s)



Registered Office: Administrative Building, HCSSL Premises, Satyen Bose Road, P.O. Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 711 109.
☎ +91 (33)-2688 8282 ✉ contact@hooghlycsl.com 🌐 www.hooghlycsl.com

Shipyard: Nazirgunge Unit, Satyen Bose Road, P.O. Danesh Shaikh Lane, P.S. Sankrail, Howrah, West Bengal - 711109
☎ +91 (33)-2955 8283

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

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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.

The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.in>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.in or <http://www.eprocure.gov.in>. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

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

For commercial queries, contact the below personnel:

Name: Arijit Saha Ray
Designation: PO (Mechanical)
Email: arijitsaha.ray@hooghlycsl.com
Phone No: +91 8697160498

Name: Sreerag G
Designation: Manager (Materials)
Email: sreerag.g@hooghlycsl.com
Phone No: +91 9482608957

For Hooghly Cochin Shipyard Limited



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For Hooghly Cochin Shipyard Limited



Signature and Seal of the Bidder(s)

Pre-Qualification Criteria for participation in tender

Minimum qualification criteria for participating in the tender is as follows (Relevant documents):

- i. Successful experience in supplies for **MS Angles/Channels/Plates for State/Central Govt. Organizations, State/Central Govt. / Private Shipyards within the last 2 years**, ending last day of month previous to one in which applications are invited of following values:

Copy of relevant PO's along with the delivery challan/Invoice is required

- ii. Years of Past Experience Required for same/similar supplies: **2 Years**
- iii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years **(2021-22, 2022-23, 2023-24)** should be submitted along with the application for prequalification.
- iv. The Tenderer should enclose copy of MSME Certificate in relevant Field, PAN, GST registration certificate, Income tax returns for last three FY.
- v. Offers from joint ventures/consortium will not be accepted.
- vi. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions





Annexure-2

TECHNICAL SPECIFICATIONS FOR NON-IRS PROFILES

1. Quantity requirement table:

Sl. No.	Material Description	Material Grade	Dimension	Preferred length	Approx. Weight (Kg)
1	MS plate	IS: 2062 E250 BR	6300x1500x6mm	6.3 meters (Fixed)	3,120.00
2	MS Equal Angle		100x100x8mm	6 meters	6,050.00
3			75x75x8mm	6 meters	610.00
4			65x65x6mm	6 meters	190.00
5	MS C - Channel		100x50x6mm	6 meters	2,160.00
6			150x75x5.7mm	6 meters	8,400.00

2. Material Specifications:

- The offer shall clearly specify the **size of materials** being offered against each line item.
- Weight shown in table is approximate in nature. Variation of weight as $\pm 5\%$ is acceptable. Weight at Hooghly CSL weighbridge will be considered as FINAL weight.**
- Material should conform to IS:2062 standard;**
- Mill test certificate to be produced along with delivery of the supplies;**
- Surface Condition: Material so supplied shall be free from surface and visual defects (Ex. Rusting, Pitting, Visible dents etc.). Presence of so, the material will NOT be accepted.**
- Important Note:**
 - Material of similar type should be arranged in a bundle and packed (as applicable for angles and channels).** Mixing of different materials should be avoided before dispatch.
 - If materials are mixed and supplied without prior consent, and the same gets damaged during in transit or during unloading, Hooghly CSL officials reserves the right to reject the materials having for unacceptable materials.



PRICE BID/UN-PRICE BID FORMAT

Tender Enquiry No: HCSL/PUR/TEN/2025/009 , DT: 07.02.2025

SL NO.	PART NAME	Grade	TOTAL QUANTITY ((Kgs.) (B)	Unit Price (INR) (C)	Total (INR) (D) = (B) x (C)
1	MS plate	IS 2062 E250 BR	3120.00		
2	MS Equal Angle		6050.00		
3	MS Equal Angle		610.00		
4	MS Equal Angle		190.00		
5	MS C - Channel		2160.00		
6	MS C - Channel		8400.00		
7	Total Weight (in kgs.)		20,530.00	Total Amount (INR) (7) = (1 + 2 + ... + 5 + 6)	
8	Total GST - ____ % & Total GST Amount (INR) (10)				
9	Total Amount Including GST (11) = (9) + (10) (INR)				
10	Total Amount Including GST (in words) (INR)				

Name, Sign and Signature of the Bidder with stamp:

Please find the important instructions pertaining to Price Bid on next page



Price Bid Instructions:

- Bidder has to submit the price bid as mentioned **in the given format only**, otherwise bid will be rejected.
- L1 bidder will be evaluated based on the **cumulative cost of all line items excluding GST**.
- **Quotation for all line items is mandatory**. Partially quoting for few line items shall result in rejection of the bid.
- Un-priced bid to be submitted along with techno-commercial part (**Part – I – Techno-commercial Bid**) with details like **"Quoted/Nil/Included"** to be mentioned for each line item.
- Transit insurance charges will be borne by the supplier.
- Quoted rate shall be for Hooghly CSL Stores basis considering scope of supplies and technical specifications, accessories and required Certifications.
- **Price bids which will be without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.**

**Seal & Sign. of the Bidder:
Name and Address of the Bidder:**

GENERAL TERMS & CONDITIONS

Sl. No.	Description	Compliance by Supplier (YES/NO) In case of non-compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. Hooghly CSL 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 E-mail . Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	Bidders can contact Officer-in-charge for clarifications related to technical as well as commercial part 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.	
4.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered, should be submitted along with techno-commercial bid . Non receipt of the document may lead to rejection of offers.	
5.	Following Certificates is to be submitted for the item in the event of an order: Material test certificates against the supplied materials.	
6.	<p>Specifications:</p> <p>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.</p> <p>b) Materials supplied shall be new and unused and shall conform to Hooghly CSL specifications and drawings.</p> <p>c) Samples are to be supplied free of cost as applicable as per PTS / in the event of requirement by Hooghly CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture. (As per Technical Specification)</p> <p>d) Supplier should follow the statutory requirements of product offered.</p>	

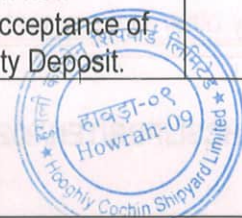
	e) Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
7.	Packaging: -	
	a) Material to be wrapped with protective covers like VCI/ Environmentally friendly Polythene (as per Govt. of India guidelines)/ Tarpaulin.	
	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) Material should be with proper preservation for the prevention of rust, Transit damage etc.	
	e) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley.	
	f) 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.	
	g) Supplier should follow the statutory requirements of product offered.	
	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) Transporters' Vehicles are to have all statutory documentation including valid PUC certificate.	
8.	a) Taxes and duties , if any, payable extra is to be indicated in the techno-commercial part (Un-priced bid) and price part.	
	b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (Including interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, Corporate and personnel taxes levied or imposed on the Bidder on account or payments received by it from CSL for the work done under this contract.	
9.	<u>MSEs, Startups and Make in India:</u> 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 Hooghly CSL website (www.cochinshipyard.com) under the Tenders tab for further reference.	
10.	Delivery time required for supplies should be indicated in the offer (including time frame for manufacture, testing, packing, inspection charges, transportation etc.). <u>Delivery period:</u> <u>Delivery should be within 15 days from the issuance of PO.</u> <u>IMPORTANT NOTE: HOOGHLY CSL RESERVES THE RIGHT TO REJECT OFFER FOR DEVIATION AGAINST DELIVERY PERIOD.</u> <u>Delivery should be at below address:</u>	





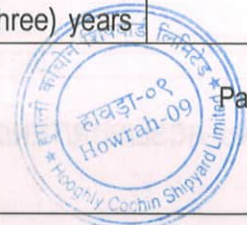
FOR Delivery Address: HCSL Stores, Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.

11.	<p>PAYMENT TERMS:</p> <p>a. HCSL payment term is 100% payment with applicable taxes against invoices provided with supplies within 30 days from the date of receipt and acceptance of all items as per tender at HCSL stores after inspection.</p> <p>b. Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT- as mutually agreed in line with above standard payment terms.</p> <p>c. Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (ie till completion of supplies or for a period as specifically agreed + 90 days).</p> <p>d. For deviation in Payments terms from HCSL standard terms, if any, said interest as per clause 12 (c) will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
12.	<p>EMD (Earnest Money Deposit):</p> <p>Tenderers shall deposit an amount of Rs. 40,000/- (Rupees Forty thousand only) as Earnest Money Deposit (EMD) along with the tender.</p> <p>a) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favour of 'Hooghly Cochin Shipyard Ltd. payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -</p> <p style="text-align: center;">STATE BANK OF INDIA COCHIN SHIPYARD BRANCH ACCOUNT NO: 37354232301 IFSC CODE: SBIN0003229</p> <p>b) EMD furnished by all contractors except the lowest tenderer will be released after issuing purchase order and its acceptance by the bidder to whom the order is awarded.</p> <p>c) EMD of the successful tenderer will be refunded after complete delivery of the materials to the yard.</p> <p>d) EMD deposited with the Client will be forfeited,</p> <p>i) if a bidder withdraws or modifies his bid during the period of validity specified or</p> <p>ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.</p> <p>iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.</p>	





	The relevant documents pertaining to the EMD should be submitted along with the Techno-commercial offer. <u>TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.</u>	
13.	<p><u>Security Deposit (SD) / Warrantee Bank Guarantee (WBG):-</u></p> <p>a.i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties etc.) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd. towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from a Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p>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>a.iv) The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs. 20 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs. 20 lakhs and above in tender and indicated that BG as not applicable in the check list, the Clause 13b shall be considered for further process.</p> <p>b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case-to-case basis for arriving the lowest bid.</p> <p>c) SD to be submitted within 2 weeks of receipt of order from yard.</p> <p>d) Format of bank guarantee along with enquiry to be agreed. (Enclosed with tender document)</p>	
14.	<p>Risk Purchase: 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:</p> <p>a. To cancel the order partially or fully with 15 days' notice and to forfeit the security deposit, if any.</p> <p>b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL.</p> <p>c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is 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.</p>	
15.	<p>Vendors on Tender Holiday / Blacklisted Vendors:</p> <p>a) The bidder should give self-certification that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years</p>	



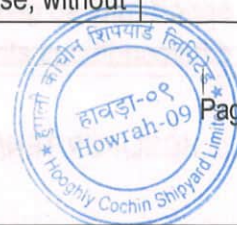


	<p>ending on the date of submission of the Tender by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer.</p> <p>b) HCSL reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated/cancelled and SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of HCSL.</p>	
16.	<p>Liquidated Damage:</p> <p>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 undelivered material, subject to a maximum of 10% of the total order value (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 15.</p>	
17.	<p>Warranty/Guarantee:</p> <p>a) The items 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 24 months from the delivery of items to Yard. Should such damage/failure occur 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.</p> <p>b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.</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>	
18.	<p>Jurisdiction:</p> <p>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.</p>	
19.	<p>Force Majeure condition:</p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restrain 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.</p> <p>The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>	
20.	<p>For post bid queries, 03 days will be given. If the Queries are not closed within 03 days, bid will be summarily rejected. 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>	





21.	<p>PRICING: a. Bidders should quote prices for delivery of materials at HCSL stores. Insurance shall be to supplier scope.</p> <p>b. Firms shall quote in INR only.</p> <p>c. Comparison of prices will be in INR only.</p>	
22.	<p>Fall Clause</p> <p>During the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with HCSL.</p>	
23.	<p>Termination Clause</p> <p>(a) This purchase order may be terminated upon the occurrence of any of the following events:</p> <p>(i) By agreement in writing of the parties hereto;</p> <p>(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;</p> <p>(iii) By the other party, upon both parties;</p> <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. <p>(iv) In cases where maximum limit of LD is reached and still the items are not delivered.</p> <p>(v) For fraud and corruption or other unacceptable practices.</p> <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. CSL 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 CSL for the material delivered/work done as per the payment milestones.</p>	
24.	<p>Limitations of Liability:</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>	
25.	<p>Validity:</p> <p>a. Prices should be valid for acceptance for a period of four months from the date of tender opening.</p> <p>b. 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</p>	





	prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
	c. 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.	
	d. Unpriced bid (price bid without price) duly signed is to be submitted along with 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.	
	e. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective 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.	
	f. After submission of quotation/price offers no unsolicited correspondence will be entertained.	
	g. 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.	
26.	L1 computation shall be based on total cumulative cost of all line items (excluding GST).	
27.	SUB CONTRACTING AND ASSIGNMENT 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.	
28.	General: a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case-to-case basis, and to include the same during the evaluation of the tender. b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as " List of Deviations " (Refer Annexure-8), failing which it will be presumed that all the terms and conditions are acceptable. c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers needs to depute their representative to HCSL during price bid opening.	



29.	Purchase Order: - 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. b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (i.e.: 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.	
30.	SUPPLY: - 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. b) 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. c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. 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. d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
31.	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.	
32.	HCSL reserves the right to commercially reject the offer if compliance is not issued to General terms and conditions without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
33.	If any clause of the above conditions is not acceptable to the tenderer, it should be specially indicated in the tender and comments to be drafted in a separate sheet, failing to which it will be presumed that all the terms and conditions are accepted by the bidder	
34.	All above terms and conditions shall form part of contract.	

Specify Yes / No with remarks, if applicable

For Hooghly Cochin Shipyard Limited

Page 12 of 30

SPECIAL INSTRUCTIONS TO BIDDERS

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 and subject as in-line with the scope of supplies/work in the Mail addressed to:

sreerag.g@hooghlycsl.com / arijitsaha.ray@hooghlycsl.com

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

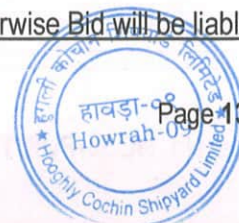
- I. Specification & Technical Literature of the offered product, if any.
 - Product Specification, detail list of supplied items including brand name and accessories etc., to be provided for verification.
- II. **Following documents (all documents should be signed and stamped from the bidder representative/s)**
 - a. Signed and stamped copy of Pre-qualification criterion (Annexure – 1);
 - b. Signed and stamped copy of Scope of Supplies and Technical Specifications (Annex.: 2);
 - c. **Un-priced price bid** along with Un-price breakup sheet mentioning "QUOTED/INCLUDED/NIL" at all line items (Annexure-3)
 - d. General Terms and Conditions (Annexure-4)
 - e. Special instruction to bidders (Annexure-5)
 - f. Restriction to land sharing (Annexure-6)
 - g. Preference to Make in India (Annexure-7)
 - h. List of Deviations; if any (Annexure-8)
 - i. Vendor Details (Annexure-9)
 - j. Tender Declaration form (Annexure-10)
 - k. NEFT Mandate Form (Annexure-11)
 - l. Acknowledgment of SD/Bank Guarantee format (Annexure – 12)

2. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- i. Price against item as per Annexure – 2;
- ii. 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.
3. 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, help desk, mail, mail admin, billing, hello, careers.
4. **Bidders are requested to submit the bid by e-mail only (Price part password protected)** to both the following email address clearly mention the tender reference in the subject line for easy identification:

sreerag.g@hooghlycsl.com / arijitsaha.ray@hooghlycsl.com
5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course.
6. 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. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
9. The bidder shall submit a signed & sealed copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.
10. **DO NOT PROVIDE THE PASSWORD OF PRICE BID THROUGH E-MAIL. THE PASSWORD WILL BE ASKED UPON INTIMATION OF PRICE BID OPENING AFTER TECHNO-COMMERCIAL EVALUATION.**

For Hooghly Cochin Shipyard Limited



Specify Yes/No

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

A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted along with tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting.
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for

registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.

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



Declaration for land border sharing with India

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

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 fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable).

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

Note: - (Evidence of valid registration by the competent authority shall be attached wherever applicable).

Specify Yes/No

Tender condition - Preference to Make in India		Yes / No
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P-45021/2/2017/-B.E-II dt 04.06.2020 and as amended from time to time shall be applicable as per below	
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/ local competition, only Class-I Local suppliers shall be eligible to bid irrespective of purchase value	
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs200.0 Crores, only Class-I local suppliers along with Class-II local suppliers shall be eligible to bid.	
	Purchase preferences for Class I local suppliers	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class-I local supplier shall be eligible for Purchase preference over Class-II/Non-local supplier as per following	
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II /Non local supplier as per below	
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class	



	I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any purchase preference	
C	Local content requirement to categorize a supplier as Class I/Class II /Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
1	Class I-Local content equal to or greater than 50%	
2	Class II-Local content greater than 20%, less than 50%	
3	Nonlocal-Local content less than 20%	
D	Declaration of local content	
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) / practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
3	Verification of the Certificates issued by the bidder shall be carried out by HCSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs5.0 lakhs	
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 04.6.2020 and as amended from time to time shall apply.	



Annexure- 8

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION	PAGE 1 OF 1
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Tender Name: **Procurement of MS plates, Angle and channels of various sizes at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.**

TENDER NO: HCSL/PUR/TEN/2025/009 **DATE: 07.02.2025**

We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. HCSL/PUR/TEN/2025/009 dated 07.02.2025, except for the deviations listed below:

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

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date:

Name & Designation

Seal & Signature

(Company Seal)

CHECK LIST FOR DOCUMENT SUBMISSION (ONLINE MODE ONLY)				
SL. NO.	DESCRIPTION	Tick (Yes/No)		REMARKS
		YES	NO	
PART- I – TECHNO-COMMERCIAL CHECKLIST				
1	Submission of scanned copy of Audited Balance Sheet and Profit and Loss statement of last three FY's (2020-21, 2021-22, 2022-23).			
2	Scanned Copy of PAN, GST Registration Certificate			
3	Income tax returns for the last three FY's (2020-21, 2021-22, 2022-23) or AY's (2021-22, 2022-23, 2023-24)			
4	Signed and stamped copy of Unpriced Bid (mentioning taxes and duties and "Quoted/Nil/Included" against each line item as per Annexure-3			
5	Stamped and signed copy in duplicate the tender general terms & conditions, general and technical specification and special terms and conditions (Annexure-1, 2, 4, 5)			
6	Stamped and signed copy of Special information related to Make in India and Restriction of bidders sharing land border with India with comments "Yes/No" as per Annexure-6 & 7			
7	Compliance Statement – List of Deviations (if any) as per Annexure - 8			
8	Checklist duly ticked/marked wherever applicable with comments (as applicable) (Annexure-9)			
9	Filled forms duly signed and stamped as per Annexure-10 to 15			
10	Documents pertaining to EMD as per Annexure – 13 submitted? (This is essential)			
11	Any other comments? (Please enclose)			
12	Any other additional documents enclosed with offer?			
PART- II – PRICE BID (PASSWORD PROTECTED) CHECKLIST				
1	Price correspondent to each line item provided?			
2	All duties and taxes, Class inspection charges, Freight and forwarding charges and any other charges as indicated in Annexure-3., given?			
3	Signed and stamp of the bidder on the document			
4	Ensure to protect the document with password			
Note: The price bid document should be in the format as per Annexure-3 and the same should be password protected, price bids which will be without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.				



Annexure-10

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity-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:



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

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- a. Name of the Bank

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- b. Name of the Branch

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- 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

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(Where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank, branch)

- j. Type of the Account (S.B Current or

Cash Credit) with code (010/011/013)

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k. Account Number (as appearing on the cheque book)

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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)

(.....)

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-12

Form of bank Guarantee towards EMD

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

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

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

We..... (here enter the name of 'the Bank') a Company incorporated under theAct and having its registered office at(hereinafter referred to as 'the bank') undertake to pay to HCSL on demand at Kolkata the sum of money payable as Earnest Money in respect of the Tender No.....made by the Supplier, in case the Supplier withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the HCSL the Supplier makes default in furnishing the Security Deposit or in entering into an agreement as required by the HCSL or otherwise commits any breach of the terms and conditions of the tender.

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

(Rs.....only)

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

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

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

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

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

Place:

Date:



TENDER DECLARATION

This is to certify that I have completely read and understood the tender enquiry / number and M/s..... hereby declare that will abide by all the tender conditions. Deviations, if any in the techno-commercial offer from that of the tender enquiry and subsequent corrigendum in any form will be clearly furnished by us in a separate document which will be titled as “List of Deviations”.

If we are not providing any separate document titled as “List of Deviations” then it is to be considered that all the terms and conditions are acceptable to us.

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:



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.

NOWHEREFORE 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.....

¹An 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.

Any demand for payment should contain your written signature which must be authorized by your bankers or by a copy of the

We the Bank further agree that in addition or addition to the other notification of the terms of the Contract or of the Work in the contract hereunder or of any of the Contract documents which may be made between HCSL and the Supplier shall in any way release us from our liability under this guarantee, and we hereby waive notice of any such change or addition or modification for the Bank. We hereby agree and any change in the condition of the contract or the said bank shall not discharge the liability hereunder.

Notwithstanding anything contained herein
I Do hereby under the Bank Guarantee this not exceed (only)



SELF-DECLARATION TO BE GIVEN BY THE BIDDER IN LETTER HEAD

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.....



Details of legal cases pending against the firm

(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