



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



वैश्व कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

**Notice Inviting Tender**

**Tender enquiry notice – Fabrication and Supply of 6Mtr MS Gangway along with Safety Net for HCSL, Nazirgunge unit, Howrah.**

Password protected quotations in the prescribed format from the bidders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer scope of work, general terms and conditions and special terms attached.

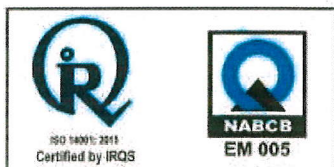
Tender No. & date	HCSL/OPS/SB/TEN/2024/019, Dt.- 23.09.2024
Name of Work	FABRICATION AND SUPPLY OF 6 Mtr MS GANGWAY ALONG WITH SAFETY NET FOR HCSL, NAZIRGUNGE UNIT, HOWRAH (Detailed specification is enclosed separately)
Type of Tender	<b>Two Bid</b>
Cost of Tender	NIL
Earnest Money to be deposit	RS. 10,370/-
Last date & time of receipt of tender	04.10.2024 up to 15:00 hrs.
Date & time of opening of tender	04.10.2024 up to 15:30 hrs.
Lead time of Work Completion	<b>Delivery period for all three gangway's Within 60 Days</b> (from the date of issuing of Work Order).
Officer - in - Charge	<p>Name: Siddharth Mohanty Designation: Manager (Marine &amp; Central Services) Email: <a href="mailto:sidharth.mohanty@hooghlycsl.com">sidharth.mohanty@hooghlycsl.com</a> Phone No: +917489858690</p> <p>Name: ARUN M Y Designation: Deputy Manager (Mechanical) Email: <a href="mailto:arun.my@hooghlycsl.com">arun.my@hooghlycsl.com</a> Phone No: +919486396216</p>

Tender to be submitted by E-mail only. No hard copy quotation of the bid will be accepted.

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

[arun.my@hooghlycsl.com](mailto:arun.my@hooghlycsl.com) / [sidharth.mohanty@hooghlycsl.com](mailto:sidharth.mohanty@hooghlycsl.com)



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

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

CIN : U35900WB20176QI223197, GSTIN : 19AAECH3640L1ZD

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

Officer - in - Charge for the above work:

Name: ARUN M Y  
Designation: Deputy Manager (Mechanical)  
Email: arun.my@hooghlycsl.com  
Phone No: +919486396216

Name: Siddharth Mohanty  
Designation: Manager (Marine & Central Services)  
Email: sidharth.mohanty@hooghlycsl.com  
Phone No: +917489858690



**For Hooghly Cochin Shipyard Limited**

**Minimum Qualification Criteria For Participating In The Tender Will Be As Follows:**

- a. The Bidder shall be a single firm having experience in Fabrication of Heavy Steel Structures/Vessels/Ships or any Steel Fabrication activities works for shipyards or heavy industries.
- b. Experience as bidder in the successful execution / completion of **similar scope of work** in preceding 3 years. (Satisfactory completion certificate and Work-order /Purchase Order from the Client for work done should be submitted along with bid). Vendor should have completed and submit the details of work experience in preceding 03 FY years (2021-22, 2022-23, 2023-24) of similar nature of works as:

**01 (one) work order of value at least Rs. 2.77 lakhs in past 3 FY's**

OR

**02 (Two) work orders of value at least Rs. 1.73 lakhs each in past 3 FY's**

OR

**03 (Three) work orders of value at least Rs. 1.38 lakhs each in past 3 FY's**

Similar scope of work means: "The experience of successfully completed Fabrication of Heavy Steel Structures/Vessels/Ships or any Steel Fabrication activities works for shipyards or heavy industries.

Experience within the past 3 years ending last day of month previous to one in which applications are invited are only considered.

- c. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work along with the GST Invoice or any other relevant document indicating completion of work shall be submitted to HCSL in support of its claim of experience.
- d. The executed project shall comprise of complete work having comparable nature to that of Fabrication of Heavy Steel Structures/Vessels/Ships or any Steel Fabrication activities works for shipyards or heavy industries. If the experience claimed by the bidder is of no relevance with respect to Fabrication of Heavy Steel Structures/Vessels/Ships or any Steel Fabrication activities works for shipyards or heavy industries, then such experience will not be considered for pre-qualification. Decision taken by HCSL in this regard will be final.

**Common Requirements from the Bidders:**

Following documents are required to be submitted by the bidders along with the Techno-commercial Bid (Part – I) submission:

- e. The Tenderer should enclose copy of statutory documents **PAN, GST registration certificate, Income tax returns for last three FY (2020-21, 2021-22, 2022-23)** or for **AY (2021-2022,2022-2023,2023-2024)**.
- f. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years, FY (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification. **Net worth of the bidder must be positive as per the latest balance sheet of FY 2022-23. (MSE/NSIC may get exemptions as per prevailing Govt. norms).**
- g. The average annual turnover of the bidder should be at least **Rs. 1.5 lakhs** during the last three preceding FY years (2020-21, 2021-22, 2022-23).
- h. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL/HCSL or by any of the Public Sector Undertaking or Government department etc.

**For Hooghly Cochin Shipyard Limited**





## TABLE OF CONTENTS

Sl. No.	Description	Annexure
1	Scope of Work	1
2	Price Bid Format	2
3	General Terms & Conditions	3
4	Special Terms & Conditions	4
5	Techno-Commercial Checklist	5
6	Vendor details	6
7	NEFT Mandate Form	7
8	List of deviation	8
9	Form of Bank Guarantee towards EMD	9
10	Format of security Deposit	10
11	Form of Self Declaration	11
12	Form of Legal Cases	12
13	Undertaking	13
14	Drawing	14

For Hooghly Cochin Shipyard Limited



Signature and Seal of the Bidder(s)

**Annexure 1****A. Scope of Work:**

Sl. No.	Work Description	Quantity
1.	Fabrication and Supply of 6 meter MS Gangway with Safety Net as per design provided to HCSL, Nazirgunge Unit, Howrah, W.B.	03 Nos.

**1. Technical Specifications**

S.No	Description	Requirement
1	Material	Mild Steel
2	Length	6 Meters
3	Qty	03 Nos
4	Breadth	1.1 Meter
5	Weight	850 KG Approx
6	Rollers	Detachable Cast Iron Roller wheels with Double groove ball bearings with 2T capacity for each wheel
7	Surface Preparation	SA 2.5
8	Protective Coating	1 coat of Primer & 2 Coat of Anti Corrosive Paint
9	Final Coat	One coat of synthetic enamel paint of Royal Blue color
10	Platform	Chequered plate of 4mm Thk
11	Handrails	Fixed / Non removable type (All Handrail bends are to be Cold bended with smooth curvature)
12	SWL	1800Kgs
13	Gangway net	Polypropylene / Nylon (Cover entire Gangway with 5/16-Inch rope Dia, minimum breaking strength of 17.8KN, Length of Mesh size shall not be greater than 100mm)
14	Load Test	Load test for 1.25times the SWL

**Notes:**

- Indicative drawing for 6mtr, 8mtr & 10mtr Gangways attached.
- Gangway Load Test to be carried out for 1.25times the SWL through Competent Third-Party Load Testing agency and certificate has to be submitted to officer In charge.
- Name Plate to be fixed on all Gangway includes Name, SWL, Date of Load Testing etc.
- DP testing of welding as necessary shall be done by the bidder.
- All sharp edges and welding to be grinded smooth prior to painting.
- Transportation, loading, unloading and associated expenses shall be at bidder scope.
- Bidder shall offer Gangway for QC inspections at various levels of fabrication and while load testing as instructed by HCSL.
- Steel profile & Welding electrode/consumable, Paint shall be offered for inspection/approval of HCSL prior commencement of work.
- Minor changes/revisions may be required to suit site conditions.

**B. BIDDER SCOPE**

Fabrication and Supply of 6-meter MS Gangway with Safety Net – 3nos. as per design provided and as per technical specification & note including all material, manpower, consumable, transit insurance, transportation and bidder's workplace. And delivery it to HCSL, Nazirgunge Unit, Howrah, W.B along with the third-party load test certificate.



C. **HCSL SCOPE**

- a) Drawing will be provided,
- b) Stage Inspections

D. **Inspection:**

- a) Steel profile & Welding electrode/consumable, Paint shall be offered for inspection of HCSL prior commencement of work. (Required Manufacturer Certificate)
- b) DP testing of welding has to be witnessed by HCSL QC,
- c) Bidder shall offer Gangway for QC inspections at various levels of fabrication and while load testing as instructed by HCSL.
- d) Surface preparation, Blasting SA 2.5
- e) Before and after Each coat of painting,

E. **PLACE OF WORK:**

Gangway Fabrication, blasting and painting has to be carried out **at bidder's work facility / work shop.**

F. **PLACE OF DELIVERY:**

Hooghly Cochin Shipyard Limited  
Satyen Bose Road, P.O. Danesh Sk. Lane,  
Nazirgunge, Howrah-711109,  
West Bengal, India

G. **PERIOD OF CONTRACT**

Item / Material as per scope of supply to be delivered with all the test certificates within 60 days from the issue date of Work order.

H. **SAFETY OF PERSONNEL**

- a) The bidder shall be entirely responsible for the safety of all personnel employed by them inside/outside HCSL premises and should ensure all staffs are adequately covered under ESIC/insurance.
- b) All personnel may require visiting production area with HCSL premises frequently. The bidder shall provide all PPEs required for commencing the job. Only full body harness as & when required will be provided by HCSL.
- c) HSE guidelines issued by HCSL from time to time shall be followed by the bidder.



Price Bid Format

Sl. No.	Work Description	UOM	Total Qty (A)	Basic Amount for Per Qty (INR) (B)
1	Fabrication & Supply 6Mtr MS gangway with Safety net	Lump Sum	3	
2	Total Amount without GST (INR) (C) [C = (A * B) ]			
3	Total GST Amount (INR) (D) [ D = C * GST% ]			
4	Total Amount with GST (INR) (E) [E = C + D]			
5	Total Amount with GST (in Words)			

## Price Bid Instructions

- Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
- The quoted price will be valid for a period of 6 (six) months.
- Quoting for all serials is mandatory. Partially quoting for few serials shall result in rejection of the bid.
- L1 Bidder will be decided without considering Taxes.
- Rate agreed upon as per quotation shall remain firm and fixed till conclusion of contract.
- Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
- L1 bidder will be selected on basis of Total Cost excluding GST(A)



Seal &amp; Sign. of the Bidder



**GENERAL TERMS & CONDITIONS**

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.com>. 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.com](http://www.cochinshipyard.com) or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.
4. All applicable taxes, duties, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
5. GST should be indicated separately and shall be paid extra as per Govt. of India rules.
6. ESIC/Insurance of Manpower engaged in the work will be in Bidder scope.
7. Bidders to note that no advance payment will be made by HCSL against work order issued.
8. The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service. HCSL reserves the rights to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, HCSL shall not be liable for any payments, dues, wages and salaries of the personnel deployed by the firm.
9. The Bidder should furnish their registration code, ESI/PF/PAN/GST numbers issued by competent authorities if any. The supporting documents for the same may have to be submitted to HCSL in the event of requirement. HCSL reserves the right for the deduction of ESI/PF from the bill or invoice, if required.
10. Necessary Insurance Coverage for the bidder's materials / equipment / vehicle including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the bidder are to be taken at his cost. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of bidder/its employees, the bidder shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
11. The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between HCSL and firm / its personnel.
12. HCSL reserves the right to reject any Workmen provided by the bidder who:
  - a. Fails to meet the criteria for qualification/attributes.
  - b. Is unable to meet the requirements of job profile mentioned.
  - c. Misbehaves or disobeys any superior person placed above him for the discharge of his work.
  - d. If mentally or physically unfit
  - e. Involved in use of any kind of narcotics drugs / alcohol / smoking etc inside HCSL premises.
  - f. Involved in any illegal activities.
13. The Bidder or the employee engaged by the bidder are strictly banned from use of any kind of narcotics drugs / alcohol / smoking etc inside HCSL premises and any illegal activity by the work men should be reported to the Officer in Charge without delay and the bidder shall remove such persons from yard premises.
14. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to laborers, working hours, and prior to quoting the rates. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
15. Any loss / damage sustained by HCSL on account of any negligent act of the bidder or the employee engaged by the bidder will be fully recovered from the bidder.
16. Hooghly Cochin Shipyard Ltd will not take responsibility for any liabilities caused by the bidder in respect of the





vehicle's tax, insurance, road permit, accident, penalties by authorities etc., or will not compensate part or full whatever may be the reasons.

17. The bidder shall be solely responsible for the consequences arising out of any loss, damage or accident caused by the bidder or the employee engaged by the bidder while on duty. Any labour issues with workers have to be settled by the bidder himself. HCSL will not have any responsibilities for any issues between bidder and their employees.
18. 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. During the evaluation of tender HCSL Officer-in-Charge may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
19. HCSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
20. The firm should not subcontract the work in part or full if awarded the contract by HCSL.
21. The rates agreed upon as per the quotation remain firm and fixed till completion of contract.
22. HCSL will not provide canteen facility to bidder workers as per company policies and subsidies. bidder workmen may avail facility as per actuals at canteen rates.
23. Contract shall be executed as mentioned in scope of work within 60 days from the date of issue of work order or as decided by Officer-In Charge. Failing which, HCSL has the right to cancel the Work order with 7 days notice and initiate alternative arrangements at the risk and cost of the bidder.
24. It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/S Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.

#### 25. MSE/NSIC BENEFITS:

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

Waiver of security deposit (SD) for the performance of the contract (5% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate.
  - c. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.
  - d. MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's by bringing down their price to L1 price where L1 is non MSE's, considering spirit of policy for enhancing the government procurement from MSE's
  - e. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P and G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.
6. Bidder has to submit the price bid as mentioned in the format (**Annexure-2**) only other wise bid will be rejected.



7. 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".
8. **VALIDITY OF OFFER :**  
Validity of offer has to be for a period of 6(Six) months from the date of techno commercial opening. In the event, on HCSL request, offer validity of the tender shall be extended.
9. **SECURITY DEPOSIT:**
- Bidder shall give security deposit in the form of Bank Guarantee for 5% order value within 7 days after receiving of Work Order.
  - This SD will be returned after 30 days on successful completion of the contract tenure & no interest shall be payable on SD for the period of its pendency.
  - Submission of Security deposit is not necessary for a contract value upto Rupees 20 (twenty) lakh.
  - SD will be forfeited where the bidder fails to meet the contractual obligations.
  - Bidders with valid registration under NSIC/MSE category are also entitled for all privileges, concessions, relaxations etc. stipulated by relevant Govt. orders in this regard.
10. **JURISDICTION:** Any disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Kolkata, West Bengal, India.
11. **ARBITRATIONS**
- 11.1. Any disputes arising during the execution of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.
- 11.2. 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, 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 here to. The arbitration will be done by a Board comprising one officer 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. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. 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.
- 11.3. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata, West Bengal, India only. Governing law should be Indian law and place and seat of arbitration is at Kolkata, West Bengal. Language of arbitration should be English.
12. **FORCE MAJEURE CONDITION:** Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case. The occurrence/cessation of force





majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

**13. STATUTORY CONDITIONS AND LABOR LAWS**

- a. The firm must comply with statutory requirements, like ESI/EPF etc., and other labor laws/regulations in force and as amended from time to time.
- b. Under no circumstances HCSL will be responsible for any statutory compliance related to Labor, Central/State Government if any.

**14. INDEMNITY CLAUSE**

The firm shall indemnify HCSL and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against HCSL directly or indirectly by reason of:

- a. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
- b. Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

**15. VALIDITY OF CONTRACT**

Once the contract is awarded, the price offered and mutually agreed shall remain firm for 12 months from placement of order or till completion of work (whichever is later) and no escalation in labour, transportation cost etc. shall be allowed by HCSL on whatsoever reason thereafter.

**16. DEFECT LIABILITY PERIOD:**

The bidder has to guarantee the workmanship for a minimum period of 6 months from the date of successful completion of work against defective workmanship. 10% of the contract value will be deducted from the bills shall be released to the bidder on completion of the Defect Liability Period. During this period any part/Items found defective shall be repaired by the bidder free of cost any trouble or defect originating with the workmanship of any facilities installed arises at any time up to 6 months from the date when the work is successfully completed, and the bidder is notified thereof, the bidder shall at his own expense, (at the location of the gangway as advised by yard) and as quickly as possible make such alteration / repairs and replacements as may be necessary to comply with the above guarantees and shall reimburse any costs and expenses incurred by HCSL in connection with such trouble or defect. If the bidder fails to take action as above as HCSL shall direct, HCSL shall be free to take corrective/alternative action at the bidder cost and risk within a reasonable time.

Vendor may claim this 10% by submitting performance guarantee. Towards this, a performance guarantee equivalent to 10% of the value of contract to be furnished by the bidder on completion of the works by way of a bank guarantee (in approved proforma of HCSL), from a nationalized bank valid till the expiry of the defect liability period.



**For Hooghly Cochin Shipyard Limited**



**SPECIAL TERMS & CONDITIONS**

**26. Cost of Tender and EMD (Earnest Money Deposit):**

- a) **Cost of Tender form: NIL**
- b) Tenderers shall deposit an amount of **Rs 10370/- (Ten Thousand Three Hundred Seventy Rupees only)** as Earnest Money Deposit (EMD) along with the tender.
- c) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favor of "Hooghly Cochin Shipyard Limited" 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 -

**HOOGHLY COCHIN SHIPYARD LIMITED**

**STATE BANK OF INDIA**

**COCHIN SHIPYARD BRANCH**

**ACCOUNT NO: 37354232301**

**IFSC CODE: SBIN0003229**

- d) EMD of bidders (unsuccessful during first stage i.e. technical evaluation etc.) shall be returned after declaration of result of first stage i.e. technical evaluation.
- e) EMD of bidders (unsuccessful after price bid opening) will be released after issuance of work order and its acceptance by the contractor to whom the work is awarded.
- f) EMD of the successful bidder will be refunded after remittance of the security deposit
- g) EMD deposited with the Client will be forfeited,
  - i. If a bidder withdraws or modifies his bid during the period of validity specified or
  - ii. If the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
  - iii. Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.
- h) The relevant documents pertaining to the EMD should be enclosed along with the Techno-commercial Bid. **TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.**

**27. PAYMENT TERMS:**

- a. 90% Payment shall be made after successful completion of work and delivery at HCSL yard against invoice in triplicate supported by work completion certificate / work logbook duly certified by the Officer-in-Charge of HCSL. Balance 10% will be made after 6 months.
- b. Bidder shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the bidder. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- c. The invoice to be raised on Officer in-charge, Hooghly Cochin Shipyard Limited, Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.



- d. Payment will be released tentatively within 30 days from the date of submission of bill duly certified by the authorized HCSL representative. Delay of accepted bills will lead to delay in processing of payment.

## 28. LIQUIDATED DAMAGES

- i. Liquidated Damages will be levied at the rate of 0.5% of the value of contract per week of delay involved subject to a maximum of 10% of the value of the contract.
- ii. HCSL shall be at liberty to adjust or deduct the said amount of liquidated damages (and not by way of penalty) from any amount due to the bidder including Security Deposit.
- iii. When the delay is not a full week or in multiples of a week and involves a fraction of a week, the LD payable for that fraction shall be proportional to the number of days involved.

## 29. RISK PURCHASE

If the firm's performance is found not satisfactory with regard to the progress of work, quality, and time factor, labour dispute with their workers, poor safety record, contract shall be terminated with 7-day notice and no claim whatsoever will be entertained in this regard from the firm. If the bidder fails to commence the work in time, as per the terms in work order or violate any other terms & conditions of work order, HCSL shall have the following rights.

- a. To terminate the contract within 7 days of notice forfeiting the Security deposit
- b. To initiate alternative arrangements at the risk and cost of the bidder.

## 30. MODE OF SUBMISSION OF TENDERS

- a) Tender to be submitted by E-mail only. No hard copy quotation of the bid will be accepted.
- b) Tender reference should be clearly indicated on the subject of the Mail.
- c) 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 in the Mail addressed to: arun.my@hooghlycsll.com / sidharth.mohanty@hooghlycsll.com
- d) Techno Commercial part should contain following details.
  - Stamped and signed copy of all pages of tender document and corrigenda (if any) with all supporting document
  - Check list as per **Annexure-5**
  - Vendor details as per **Annexure-6**
  - NEFT Mandate Form as per **Annexure-7**
  - List of deviation as per **Annexure-8**
  - Form of Bank Guarantee towards EMD as per **Annexure-9**
  - Format of security Deposit as per **Annexure-10**
  - Form of Self Declaration as per **Annexure-11**
  - Form of Legal Cases as per **Annexure-12**
  - Undertaking as per **Annexure-13**
  - Reference Drawings as per **Annexure-14**
  - Signed copy of **un-priced** Price bid (**Annexure-2**) (Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included need to be mentioned for each line item)
- e) Cost of Tender and EMD to submit along with Tender documents otherwise Bid will be rejected.
- f) In Price Part as per Price Bid format (Annexure 2) should be signed and stamped and separately uploaded only in the designated space. If Price bid is merged with technical documents, it directly leads to rejection of offer.
- g) 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. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. **Tenderers shall not be allowed to attend the Techno commercial bid opening.**
- h) After submission of quotation / price opening, no unsolicited correspondence will be entertained.



- i) Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
- j) Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
- k) Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).
- l) Price part of technically acceptable offers only will be considered for opening.
- m) The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
- n) Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- o) All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
- p) All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.



**For Hooghly Cochin Shipyard Limited**



**CHECKLIST**

<b>TECHNO-COMMERCIAL CHECK LIST</b>				
<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>COMPLIANCE</b>		<b>REMARKS</b>
		<b>YES</b>	<b>NO</b>	
1	Submission of Tender in Two Bid – PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Price Password Protected) in two separate files			
2	Delivery date confirmation to delivery schedule [ <b>Delivery period for all three gangway's Within 60 Days</b> (from the date of issuing of Work Order).			
3	EMD submitted with the Bid			
4	Validity of offer – Six (6) months			
5	Payment Terms - confirm your offered mode of payment			
	Payment shall be made post successful delivery of work against invoice in triplicate supported by Work Done Certificate,			
6	ITR, Balance Sheets, Profit & loss statement for last three FY (2020-21, 2021-22, 2022-23) or for AY (2021-2022,2022-2023,2023-2024) submitted with the Bid			
7	The Prices offered should remain firm till the completion of contract, in case the work order or po is placed with you.			
8	A copy of price offers without price to be included in the techno- commercial offer. Please confirm.			
9	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer?			
10	Compliance with Pre-qualification criteria			
11	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
12	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
13	You should furnish appropriate certificate/paper. (Refer Annexure 2)			
14	Confirm all other terms and conditions of enquiry are acceptable.			
15	MSME/NSIC, if yes document required along with technical bid, in relevant sector			
16	PAN, GST certificate submitted with the Bid			
17	Vendor details to be submitted as per Annexure 6			
18	ESIC/EPF Registration Cert. (As applicable)			
19	Bidder should have annual turnover at least <b>Rs. 1.5 lakhs</b> in each financial year during the last three preceding years, if yes supporting document to be submitted along with technical bid.			





**VENDOR DETAIL**

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm	
3	Local office address at Kolkata/Howrah (if held):	
4	Telephone No./Fax No./Mobile No	
5	E-mail address	
6	Names of the contact person & designation	(i)
		(ii)
		(iii)
7	Name & contact detail of the concerned person who is dealing with this tender	Name:
		Contact number:
8	Type of Entity - Proprietorship/ Partnership firm/ Company/ NSIC/ MSME Category etc. <i>(Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)</i>	
	PAN Card Number	
	GST Registration Number <i>(GST certificate to submitted along with the technical bid)</i>	
	EPF Registration No. <i>(EPF registration certificate to be submitted along with the technical bid)</i>	
9	<i>Note: In case firm does not have EPF registration reasons thereof to be indicated</i>	
	ESI Registration No. (If applicable) <i>(ESI registration certificate to be submitted along with the technical bid).</i>	
	<i>Note: In case firm does not have ESI registration reasons thereof to be indicated</i>	
	Copy of License if applicable	
10	EMD Details (DD No. Name of Bank)	



11	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 Bidder/Authorized signature of firm/agency:**

**Name of Bidder or authorized signatory of firm/agency:**

**Designation:**

**Sign & seal of Bidder:**



COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION		PAGE 1 OF 1																														
Tender Name: FABRICATION AND SUPPLY OF 6 Mtr MS GANGWAY ALONG WITH SAFETY NET FOR HCSL, NAZIRGUNGE UNIT, HOWRAH																																
TENDER NO: HCSL/OPS/SB/TEN/2024/019, Dt.- 21.09.2024																																
<p>We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. ....dated ....., except for the deviations listed below:</p> <p>LIST OF DEVIATIONS</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Description / Tender Reference</th> <th>Reasons for Deviation</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Sl.No.	Description / Tender Reference	Reasons for Deviation																											
Sl.No.	Description / Tender Reference	Reasons for Deviation																														
<p>Name of tenderer:</p> <p>Date: _____ Name &amp; Designation _____ Seal &amp; _____</p> <p>Signature _____ (Company Seal)</p>																																

Note: Mention "Nil Deviation" if nothing, otherwise provide the same in above column



**Form of bank Guarantee towards EMD**  
(On stamp paper of value Rs. 200/-)

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

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

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

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

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

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

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

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

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

Place:

Date:

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

**(On Stamp Paper of Value Rs 200/-)**

**To**

HOOGHLY COCHIN SHIPYARD LTD  
ADMINISTRATIVE BUILDING, HCSL PREMISES  
SATYEN BOSE ROAD, P.O. DANESH SHAIKH LANE  
HOWRAH, WEST BENGAL, INDIA.

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.

NOW THEREFORE 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 up to 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 prior written notice by email from you to make good the fore said breach and that the Supplier still failed to fulfil 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 up to (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:.....

<sup>[1]</sup>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.



**Self-Declaration to be given by the contractor in Letter head**

Bid's Reference No. & Date:

Contractor'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:.....

**Annexure - 12***(Sample Format)*

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

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

Note : If no Cases exist mention "NILL CASES", otherwise provide the details.

**SIGNATURE OF CONTRACTOR**

**UNDERTAKING**

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

Signature of authorized signatory of contractor:

Name of authorized signatory of contractor:

Designation:

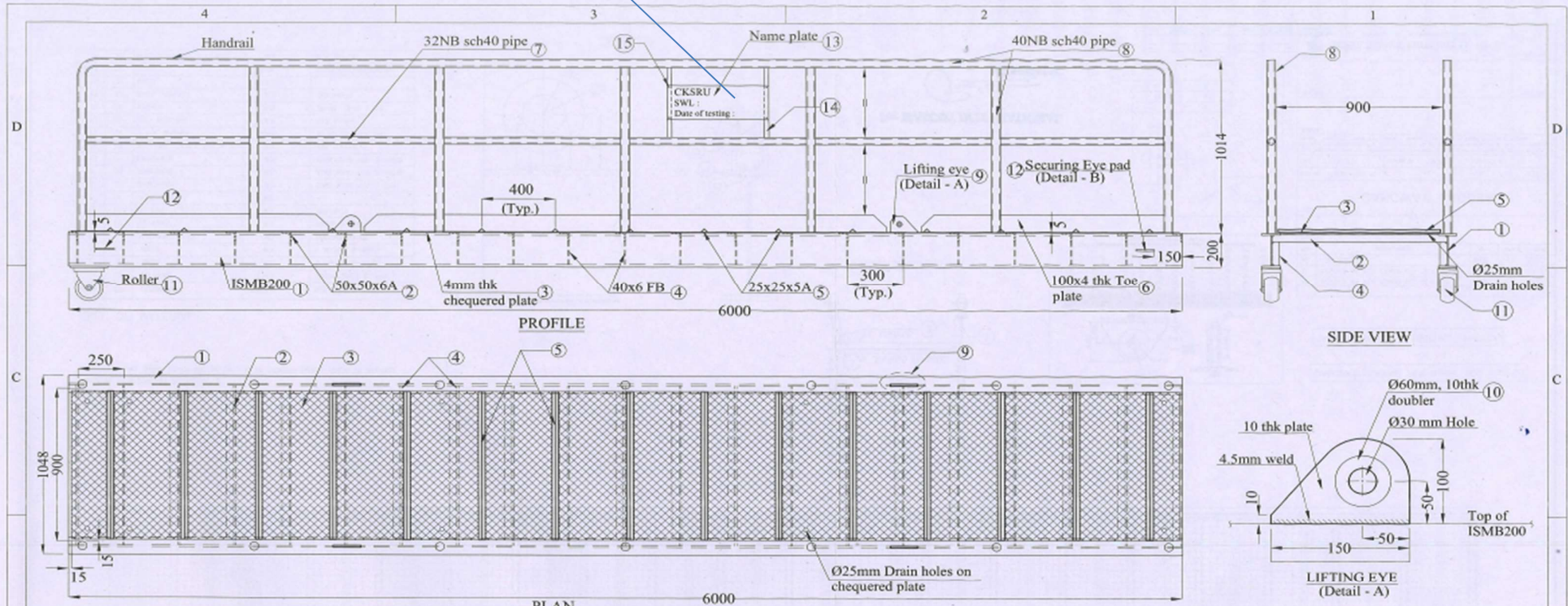
Address:

Contact No:



## REFERENCE DRAWING

HCSL  
SWL :  
Date of Testing :



## MATERIAL DESCRIPTION

Item No.	DESCRIPTION	QTY(Kg)
1	ISMB200	304.80
2	50x50x6 A	89.11
3	Chequered plate, 5970x870x4 Thk	169.56
4	40x6 FB	11.08
5	25x25x5A	24.30
6	100x4 thk Toe plate	37.68
7	32NB sch40 pipe	40.56
8	40NB sch40 pipe	106.09
9	Lifting eye, 150 x 100 x 10 Thk (4nos.)	4.71
10	Doubler plate for lifting eye, 10thk	0.89
11	Roller, Ø150 x 75mm(2Nos.)(Approx.)	40.00
12	Securing eye pad (4 Nos.)	3.14
13	Name plate, 500 x 250 x 3mm Thk	2.94
14	Name plate support, 25x3 FB	0.50
15	M6 Counter sunk screw for name plate, M6x10L	0.01
<b>TOTAL</b>		<b>835.38</b>

## NOTE:-

Material- IS 2062 or Equivalent

Welding- All fillet welds 3mm throat thickness unless otherwise indicated.

Grinding- All sharp edges and welding to be grinded smooth prior to painting.

Roller wheel- Provide two suitable cast iron detachable type roller wheel of safe working load 2.1T for both wheels together.

Safe Working Load(SWL) is 1800kg. Gangway No., SWL & Date of testing should be marked on name plate.

Encl-1

02	22-02-22	Incorporated Yard Comments	SL	AG
01	17-12-21	Incorporated Yard Comments	AG	VV
00	29-10-21	--	SA	SV
Rev	Date	Description	Made by	Checked by
CLIENT				
CSL- Kolkata ship repair unit Cochin Shipyard Ltd. Kolkata				
TITLE : ARRANGEMENT FOR 6M STEEL GANGWAY				
NAME : 6M GANGWAY				
1:20	11443-0602	1/1	02	
Scale	Drawing No.	Shl.No.	Rev	

VVC INDUSTRIES RESEARCH & SERVICES PVT. LTD.  
XXXV/794, Azadnagar Road  
Pulverisatone, Kachibidri 025  
(Formerly Indation research & services)

File No: 11443-0602 Rev02 Arrangement for 6m steel gangway 2022 02 22