



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/2024/030

dtd. 25.10.2024

**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 mentioned below. Please refer the technical specification/s, General Terms and Conditions as attached with the tender document:

Tender No. & date	HCSSL/PUR/TEN/2024/030, Dt. 25.10.2024
Scope of Supplies / Work	Supply of Oil Dispersant Arm and accessories for 04 Nos. 40T BP Tugs at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
Type of Tender	Two - Bid (Price Bid password protected)
Mode of Submission	E-mail mode only
Earnest Money to be deposited	Rs. 80,000/- (Rupees Eighty thousand only)
Last date & time of receipt of tender	04.11.2024 at 1500 Hrs.
Date & time of opening of technical bid	04.11.2024 at 1530 Hrs.
Delivery Period	The materials to be delivered as per following schedule/s: a. Yard No. 01124001: By 10th April 2025. b. Yard No. 01224002: By 10th May 2025. c. Yard No. 01324003: By 21st Aug. 2025. d. Yard No. 01424004: By 20th Sept. 2025.
Officer - in - Charge	Name: Arijit Saha Ray Designation: PO (Mechanical) Email: arijitsaha.ray@hooghlycsll.com Phone No: +91 8697160498 Name: Sreerag G Designation: Manager (Materials) Email: sreerag.g@hooghlycsll.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 in the Mail and addressed to **"The Assistant General Manager (Planning and Procurement)"**, Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah in the following mail addressed to:

[sreerag.g@hooghlycsll.com](mailto:sreerag.g@hooghlycsll.com) / [arijitsaha.ray@hooghlycsll.com](mailto:arijitsaha.ray@hooghlycsll.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@hooghlycsll.com 🌐 www.hooghlycsll.com



Shipyard: Nazirgunge Unit, Satyen Bose Road, P.O. Danesh SK Lane, P.S. Sankrail, Howrah, West Bengal - 711109  
☎ +91 (33)-2955 6263



CIN : U35900WB2017GD1223197 GSTIN : 19AAECH3640L1ZD

**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](http://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](mailto:arijitsaha.ray@hooghlycsl.com)  
Phone No: +91 8697160498

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

**For any technical queries, contact the below personnel:**

Name: PN Mani Kumar  
Designation: Senior Manager (Mechanical)  
Email: [manikumar.pn@hooghlycsl.com](mailto:manikumar.pn@hooghlycsl.com)  
Phone No: +91 9740210015

For Hooghly Cochin Shipyard Limited



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For Hooghly Cochin Shipyard Limited



**TOTAL TENDER DOCUMENT CONSISTS OF 39 PAGES INCLUDING COVER PAGE**

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 similar supplies for **Oil Dispersant system (of similar technical specifications as provided with this tender) for State/Central Govt./ Private Shipyards within the last 03 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 co-related tax Invoice(s) is required**

**Similar Supply/supplies means:** Supply of **Oil Dispersant system (of similar technical specifications as provided with this tender) for State/Central Govt./ Private Shipyards within the last 03 years.**

- ii. Years of Past Experience Required for same/similar supplies: **03 Years**
- iii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years **(2020-21, 2021-22, 2022-23)** should be submitted along with the application for prequalification.
- 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
- vii. Suppliers need to submit EMD payment screenshot – or any other relevant documents as a proof of submission of EMD with offer.





Rev. No.	Pages	Description	Date	Sign.
0	08	FIRST ISSUE	08-10-2024	Sanil Peter

## 40T BOLLARD PULL ASD TUG

(ANNEXURE – 2)



**HOOGHLY COCHIN SHIPYARD LIMITED**

**HOWRAH – 711 109**

YARD NO		01124001-01224002		40T BOLLARD PULL ASD TUG																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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*This document/specification is the property of Hooghly Cochin Shipyard Limited, and it must not be copied or the contents thereof or any information received in conjunction therewith must not be imparted /shared to any third party or utilized for any other purpose. The receipt of the document/specification implies that the conditions as mentioned herein are accepted.*

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## SECTION A – GENERAL SPECIFICATIONS

### 1. Introduction

The 40 T Bollard Pull Azimuth Stern Drive (ASD) tug vessel shall be designed by Robert Allan Ltd. and built by Hooghly Cochin Shipyards Ltd (HCSL), Howrah, West Bengal., a Wholly owned subsidiary of Cochin Shipyard Ltd. This document intends to supply of **Oil Dispersant Arm** detailed in the next chapter. All required accessories for the item also to be included in the scope of supply.

### 2. Name & Quantity

Oil Dispersant Arm and accessories for the functioning of the system – 1 Set

**The quantity of the items indicated above is for only one (1) vessel. The total requirement is to be considered for four (4) vessels.** The technical specifications of the item shall be as per Section-B of this document.

### 3. Class & Flag Rules

The vessels shall be built under the following flag and classifications:

Flag : India

Classification : Indian Register of Shipping.

Class notation : ㄥ SUL ㄥ IY TUG

INWATER SURVEY, AGNI 1 (2400 m3/hr)

Type: "Indian Coastal Vessel"

### 4. Rules and Regulations

The vessel shall be built in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following. Exemptions on any requirements of these regulations, as deemed necessary considering the operational needs of the vessel are to be obtained from relevant Authorities/Class:

- a) COLREGS - International Regulations for Preventing Collisions at Sea
- b) Load Lines, 1966/1988 - International Convention on Load Lines, 1966, as Amended by the Protocol of 1988
- c) MARPOL - International Convention for the Prevention of Pollution from Ships
- d) Tonnage - International Convention on Tonnage Measurement of Ships, 1969
- e) 2008 IS Code – International Code on Intact Stability, 2008
- f) International Labour Conference – Maritime Labour Convention, 2006
- g) IMO regulations A 468 (Noise levels) and ILO Recommendation R141 as far as practicable for tugs.
- h) International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001

### 5. Certification, Testing and Inspection

- a) In general, the supplier shall submit/obtain all the plan approvals/certification of the equipment/components/accessories included in the supply package as applicable.
- b) After installation and commissioning, onboard tests / trials shall be carried out as per manufacturer's standard practice and to the satisfaction of Classification societies / other statutory requirements. Any faults found at this stage, shall be corrected to the satisfaction of all related parties before the delivery of the ship.
- c) All certificates as required by the class, rules & regulation shall be provided



## 6 Guarantee

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

## 7. Design Conditions

The following ambient conditions shall be considered for the selection of the Vessel's equipment and machinery. Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:

Sea water temperature	:	max. 32° C; min. 5° C
Air temperature outside	:	max. 40° C; min. 0° C
Relative Humidity	:	max. 90% min. 50%
Engine Room temperature	:	max 50° C

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

Above requirements to be considered as minimum, any other requirements which are necessary to meet class/IMO/flag rules/regulations shall be considered for design and operation of the equipment.

## 8. Supply of Documents

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

### 8.1. Documents to be submitted along with offer

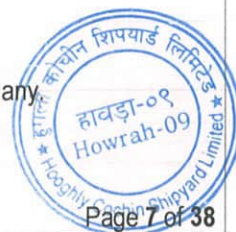
- General Arrangement Drawing of Oil Dispersant Arm & accessories
- Required service space & requirement of ship services if any.
- Weight and CG details
- List of spares / tools as required by class (if any)
- Deviation List

### Optional Offer:

- Preliminary piping Schematic arrangement of the Oil Dispersant system showing all individual components of the system
- Technical datasheet of major items containing model no., capacity, electrical details, power required, motor details, material of construction, end connection sizes etc.
- List of Items supplied by the firm

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

- Detailed Bill of Material.
- Dimensional drawings of each individual item showing maintenance space required around the item in Auto CAD/Dxf format.
- Foundation drawing of the equipment and fasteners details
- Technical datasheet of major items containing model no., capacity, nozzle detail, material of construction, end connection sizes etc.
- Weight and CG details
- Compressed air/ fresh water/ any other ship's system requirements for the operation of the item if any





- g. End connection details
- h. Operation, Installation, Maintenance and Troubleshooting Manual
- i. Details of shop tests and inspection for all items if any.
- j. List of spares / tools as agreed

8.3. Documents to be submitted along with delivery of Machinery and/or Equipment to the Yard (4 sets / vessel unless otherwise mentioned)

- a. Manufacturers Test certificate as applicable (3 copies/vessel with original)
- b. Test and inspection results as applicable.
- c. Packing list (with reference to each item of Bill of Materials)
- d. Installation, Operation, Maintenance manuals (3 sets and one soft copy in CD)

## 9. General Remarks

### a) Name Plate (s)/Caution Plate (s) and Instrumentation

The name plate(s) and caution plate (s) shall be written in English indicated in SI unit. All major machinery, electrical and equipment shall be provided with identification nameplates made from stainless steel/brass plates as per manufactures standard and label plates indicating equipment type, capacity, electric rating etc. shall be fitted as per manufacturer's standard. Instrumentation shall also be indicated in SI unit.

### b) Liability

Manufacturer shall bear all responsibilities for the shop trials and the delivery of the machinery or equipment.

### c) Piping Flange

Piping end connection shall be as per EN1092-1 Type 01 PN10/ PN16 Flat Face as applicable. Mating flanges shall be supplied for all ends, if there is any deviation with the standard mentioned above.

### d) Screw Thread

Screw thread if any, shall be in accordance with ISO standard.

### e) Grease Nipple

Pin type grease nipple, where grease is supplied shall be used.

### f) Painting

Painting schedule shall be as per manufacturer's standard and the painting scheme shall be specified.

### g) Preservation

Recommended method of preservation and names of recommended preservatives shall be indicated. Maximum R.H. (Relative Humidity) at Howrah in West Bengal is around 80% and minimum R.H is at around 60%.

### h) Special Tools

Special tools if any required for installation have to be supplied with the equipment.

### i) Instruments

Instruments to be mounted on the equipment have to be supplied with the equipment.

## **SECTION B – TECHNICAL SPECIFICATIONS**

### **1. General Requirements**

- a) The Oil Dispersant arm and its accessories must be suitable for marine applications, function smoothly and achieve full specified performance at design and environmental conditions without any undue effect on maintenance or life.
- b) It should withstand air contamination through oil, salt and other contaminants associated with the marine environment.
- c) The system shall be permanently installed oil dispersant spraying type.
- d) The system should contain oil spill dispersant arm, nozzles and suitable flexible hoses.
- e) Oil Dispersant tank of 5.8 m<sup>3</sup> (at 100% capacity) is provided onboard the vessel.
- f) The preliminary schematic diagram for the system is mentioned at Annexure-1 for reference only.

### **NOTE:**

**If the firm proposes any alternative means of the oil dispersant system, the same shall be proposed as optional offer.**

### **2. Oil Spill Dispersant (OSD) Arm**

- a) Oil dispersant spraying arms to be installed on both sides of main deck.
- b) The spray arms shall be extendable or swiveling type. The spray arms shall be rigged or deployed quickly whenever required.
- c) The length of each OSD spray arm shall be minimum 4.5m.
- d) The arms shall be suitable for mounting fixed on the deck.
- e) The OSD spray arm shall be made of marine grade anti-corrosive material.
- f) The spray arm shall have minimum four number of nozzles spaced evenly for neat and diluted dispersant spraying.
- g) All necessary nozzles and accessories shall be supplied along with the OSD arm.
- h) Certification of the oil spill dispersant arm shall be as per applicable norms.

### **3. Other accessories**

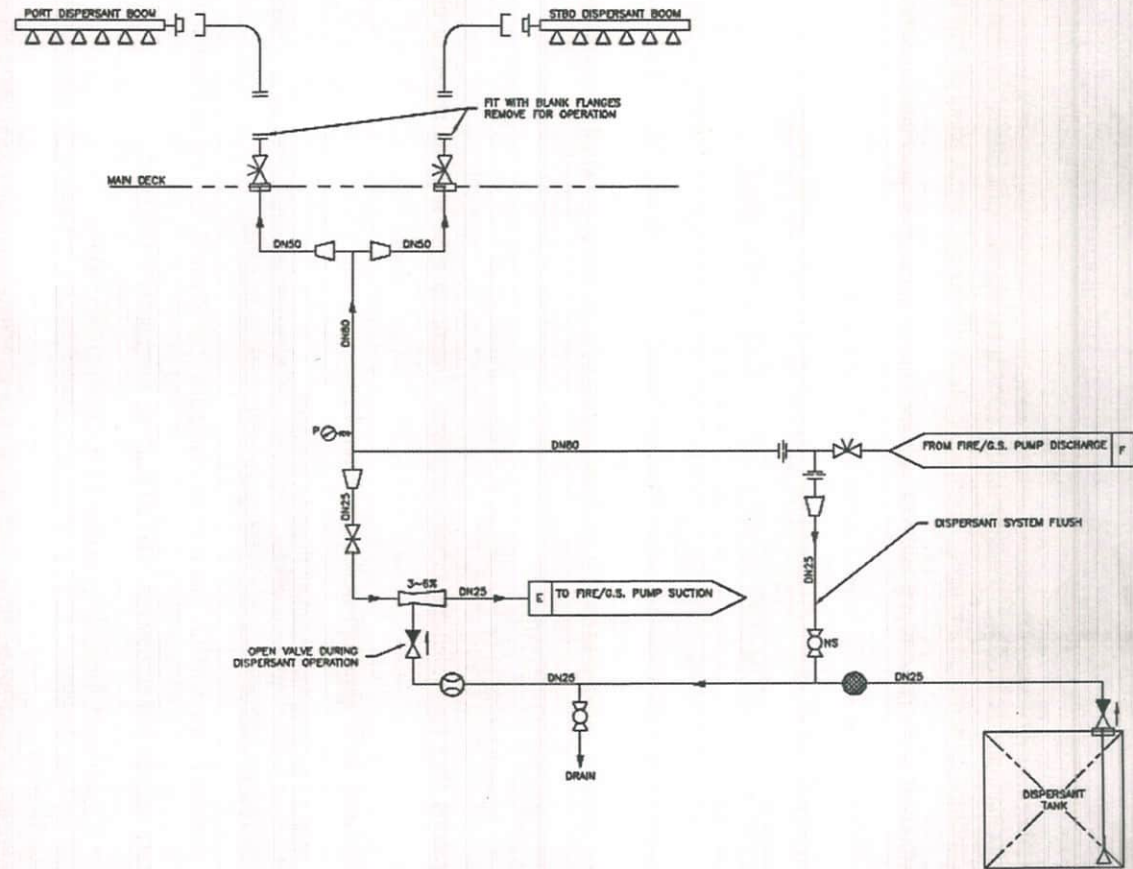
- a) All flexible hoses supplied along with the equipment shall be of type approved by any IACS member.
- b) The end connection of flexible hose shall be preferably camlock type (2").



# Annexure-2A (Reference Purpose Only)

## LEGEND:

	BALL VALVE		BELLMOUTH TALPIPE
	GATE VALVE		BULKHEAD/TANK/DECK PENETRATION
	BUTTERFLY VALVE		CONCENTRIC PIPE REDUCER
	SOLE (GLOBE CHECK) VALVE		FLANGES
	PRESSURE GAUGE		FLOW ARROW
	ORIFICE PLATE		EDUCTOR
	FLOW METER		HOSE QUICK CONNECTION
	SIMPLEX STRAINER		



**PRICE BID FORMAT/UN-PRICE BID FORMAT**

Tender Enquiry No: HCSL/PUR/TEN/2024/030, DT: 25.10.2024

Sl. No.	Description	Quantity per vessel (Set)	Total Quantity for 04 nos. of vessel (Sets)	UOM	Unit Rate (INR)	Total Amount (INR)
		A	B	C	D	E= (B X D)
1.	Oil dispersant Arm with accessories	01	04	Sets		
2.	Spares and other tools (if any)	01	04	Sets		
3.	SUB-TOTAL					
4.	IRS inspection Charges, if any					
5.	Packing and Forwarding charges					
6.	Other charges (if any) (Please specify):					
7.	Transit Charges					To be borne by bidder/supplier
8.	Total Basic Price (Excluding GST)					
9.	GST (%)					
10.	GST Amount					
11.	Total Amount Including GST (up to FOR HCSL Stores basis)					
12.	HSN CODE					
13.	Total Amount including GST (In words) (INR)					

Signature:

Name &amp; Seal, Address of the firm:

<b><u>Please find the instructions pertaining to Price Bid on next page</u></b>
---



### **Price Bid Instructions:**

1. Bidder has to submit the price bid as mentioned **in the given format only**, otherwise bid will be rejected.
2. L1 bidder will be evaluated based on the cumulative cost of **all line items excluding GST**.
3. 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.
4. **Quotation for all line items is mandatory**. Partially quoting for few line items shall result in rejection of the bid.
5. **All charges pertaining to the specified product, manufacturing, class inspection charges, packing, forwarding and freight charges, or any others should be included in the price bid.**
6. **Detail cost list of spares along with Oil dispersant arm (as indicated at Annexure – 2) should be provided in a separate sheet with the price offer (PASSWORD PROTECTED).**
7. Quoted rate shall be for HCSL Stores basis considering scope of supplies and technical specifications and required Certifications. **Transit insurance charges will be borne by the vendor**. Unloading the materials at HCSL Yard will be under HCSL scope.
8. **Delivery Schedule (at HCSL Nazirgunge unit, Howrah Yard):**
  - a. For First Vessel: **By 10-Apr-2025**
  - b. For Second Vessel: **By 10-May-2025**
  - c. For Third Vessel: **By 21-August-2025**
  - d. For Fourth Vessel: **By 20-September-2025**
9. **Price bids without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.**
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.**

Signature:

Name & Seal, Address of the firm:

## 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](mailto:sreerag.g@hooghlycsl.com) / [arijitsaha.ray@hooghlycsl.com](mailto: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. Relevant documents pertaining to Annexure -01 (Past PO Copies)
  - b. Signed and stamped copy of Pre-qualification criterion (Annex.: 1)
  - c. Document proof for Submission of EMD with bid submission and EMD acknowledgement as per format with tender (Annexure-12)
  - d. Signed and stamped copy of technical specifications (Annexure-2)
  - e. **Un-priced price bid** mentioning "QUOTED/INCLUDED" against applicable line items as per Annexure-3;
  - f. Special instruction to bidders (Annexure-4);
  - g. General Terms and Conditions with applicable comments, if any (Annexure-5);
  - h. Restriction to land sharing (Annexure-6);
  - i. Preference to Make in India (Annexure-7);
  - j. List of Deviations; if any (Annexure-8);
  - k. Techno-commercial Checklist (Annexure-9);
  - l. Vendor Details (Annexure-10);
  - m. Tender Declaration form (Annexure-11);
  - n. EMD Acknowledgement as per Annexure – 12;
  - o. NEFT Mandate Form (Annexure-13);
  - p. Acknowledgment of SD/Bank Guarantee format (Annexure-14)
  - q. Declaration & Details of Blacklisting/banning from other organizations (Annexure-15 & 16)

#### 2. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- i. Price against item.
- 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. 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.
9. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
10. 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.
11. **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



**GENERAL TERMS AND CONDITIONS**

Sl. No.	Description	Compliance by Supplier (YES/NO) In case of non-compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2.	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted <b>only through E-mail</b> . Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	Bidders can contact <b>Officer-in-charge for clarifications related to technical as well as commercial</b> 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 <b>Part-I techno-commercial bid</b> . 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:  <b>Manufacturer's test certificate</b> <b>Test and Inspection results</b> <b>For further documents, refer General and Technical Specification (Annexure – 2).</b> <b>Documents to be submitted as per Clause 8 of Annexure – 2 in stages.</b>	
6.	<b>Specifications:</b> a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. Spare/Tool required as per PTS to be included in scope along with cost b) Materials supplied shall be new and unused and shall conform to HCSL specifications and drawings. c) Samples are to be supplied free of cost as applicable as per PTS / in the event of requirement by HCSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture. d) Supplier should follow the statutory requirements of product offered. 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.	



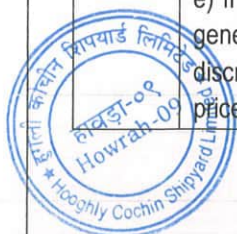


7.	<b>Packaging: -</b> a) Material to be wrapped with protective covers like VCI/ Environmentally friendly Polythene (as per Govt. of India guidelines)/ Tarpaulin. b) If multiple components needed to be accommodated in the boxes, separator to be provided inside. c) Material should be with proper preservation for the prevention of rust, Transit damage etc. d) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. e) 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 ( <b>for applicable parts</b> ), Batch details, Shelf life. f) Packaging should withstand at least 2 Years life without degradation g) Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count. h) Transporters' Vehicles are to have all statutory documentation including valid PUC certificate.	
8.	<b>Goods &amp; Service Tax:</b> a) Please note the HCSL GST registered number as <b>19AAECH3640L1ZD</b> . GST registration is prerequisite for entering into the business with CSL. Your firm's GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection. b) Indicate the applicable rate of GST for services in line with Gol published rate scheduled for services along with SAC. c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note. d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.	
9.	<b>MSEs, Startups and Make in India:</b> Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at HCSL website ( <a href="http://www.cochinshipyard.com">www.cochinshipyard.com</a> ) under the Tenders tab for further reference.	
10.	Delivery time required for supplies should be indicated in the offer ( <b>including time frame for drawing preparation, manufacturing, class inspection and approvals, packing, transportation etc.</b> ). The materials to be delivered as per following schedule/s: <b>a. Yard No. 01124001: By 10th April 2025.</b> <b>b. Yard No. 01224002: By 10th May 2025.</b> <b>c. Yard No. 01324003: By 21st Aug. 2025.</b> <b>d. Yard No. 01424004: By 20th Sept. 2025.</b> <b>FOR Delivery Address:</b> <b>HCSL Stores, Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109</b>	





11.	<p><b>PAYMENT TERMS:</b></p> <p>a. HCSL payment will be in a staggering manner as follows:  <b>100% of invoice value will be released after final acceptance of all items within 30 days from final acceptance of all items.</b></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 13 (c) will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p> <p>e. Part payment shall be considered only if specifically agreed against partial supplies.</p>	
12.	<p><b>Security Deposit (SD) / Warrantee Bank Guarantee (WBG):-</b></p> <p>a.i) The successful bidder shall remit a security deposit of <b>3% of the total order value</b> (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) Indian Suppliers-International Bank as per approved list of banks available in CSL website (for overseas supplier) &amp; 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) <del>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.</del></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> <p>e) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per CSL 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>	





13.	<p><b>EMD (Earnest Money Deposit):</b> Tenderers shall deposit an amount of <b>Rs. 80,000/- (Rupees Eighty thousand only)</b> as <b>Earnest Money Deposit (EMD) along with the tender.</b></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 -  <b>STATE BANK OF INDIA</b>  <b>COCHIN SHIPYARD BRANCH</b>  <b>ACCOUNT NO: 42806188531</b>  <b>IFSC CODE: SBIN0003229</b></p> <p>b) <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.</b></p> <p>c) <b>EMD of the successful tenderer will be refunded after delivery of the materials to the yard.</b></p> <p>d) EMD deposited with the Client will be forfeited,  i) if a bidder withdraws or modifies his bid during the period of validity specified or  ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.  iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.</p> <p><b>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></b></p>	
14.	<p><b>Risk Purchase:</b> 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 <b>with 15 days' notice</b> 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><b>Liquidated Damage:</b> 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 <b>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</b> (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 <b>Clause 14.</b></p>	





16.	<p><b>Warranty/Guarantee:</b></p> <p>a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship <b>for a period from delivery of items until 18 months from the date of delivery of the ship to Owners OR 24 months from delivery of items to Yard, whichever is earlier.</b> 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 <b>12 months</b> 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>	
17.	<p><b>Jurisdiction:</b></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>	
18.	<p><b>Force Majeure condition:</b></p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>	
19.	<p><b>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.</b></p>	
20.	<p><b>PRICING:</b></p> <p>a. Bidders should quote prices for delivery of materials at HCSL stores. <b>Insurance shall be to supplier scope.</b></p> <p>b. Firms shall quote in INR only.</p> <p>c. Comparison of prices will be in INR only.</p>	
21.	<p><b>Fall Clause</b></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>	
22.	<p><b>Termination Clause</b></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>	



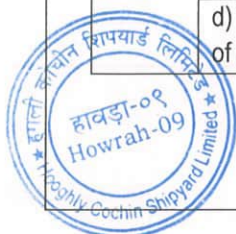


	<ul style="list-style-type: none"> <li>• Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or</li> <li>• Having a reasonable petition filed seeking its" dissolution or liquidation, not stayed or dismissed within sixty (60) days; or</li> <li>• Ceasing to do business for any reason.</li> </ul> <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>	
23.	<p><b>Limitations of Liability:</b></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>	
24.	<p><b>Validity:</b></p> <p>a. Prices should be valid for acceptance for a period of <b>four months from the date of tender opening.</b></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 prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.</p> <p>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.</p> <p>d. <b>Unpriced bid (price bid without price)</b> 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.</p> <p>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.</p> <p>f. After submission of quotation/price offers no unsolicited correspondence will be entertained.</p> <p>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.</p>	





25.	<b>L1 computation shall be based on total cost of items, including cost of accessories as per tender (excluding GST).</b>	
26.	<b>SUB CONTRACTING AND ASSIGNMENT</b> 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.	
27.	<b>General:</b> 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 " <b>List of Deviations</b> " (Refer <b>Annexure-8</b> ), 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.	
28.	<b>Integrity Pact:</b> <b>As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</b>	
29.	<b>Purchase Order: -</b> 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 <b>acknowledgement</b> (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.	<b>SUPPLY: -</b> 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 <b>4 weeks of reporting the defect</b> , 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**





**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**

<b>A</b>	<b>Requirement of registration</b>
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 turnkey 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	<del>Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting.</del>
	<del>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)</del>
<b>B</b>	<b>Validity of registration</b>
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.
<b>C</b>	<b>Competent authority and Procedure for registration</b>
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.





<b>D</b>	<b>Definition of Bidder and Bidder from a country sharing land border with India</b>
<b>1</b>	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.
<b>2</b>	"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.
<b>3</b>	<b>Type of business entity</b>  (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
	<b>Beneficial Owners</b>  - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23 <sup>rd</sup> 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

<b>Tender condition - Preference to Make in India</b>		<b>Yes / No</b>
<b>A</b>	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	
<b>1</b>	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	
<b>2</b>	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>B</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	
<b>1</b>	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 L1bidder.	
<b>2</b>	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	
<b>3</b>	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 L1bidder. The purchase preference as above will be only for Class I local supplier and ClassII 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 dt4.6.2020 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.	



COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION

PAGE 1 OF 1

Tender Name: **Supply of Oil Dispersant arm with accessories for 04 Nos. 40T BP ASD Tugs at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.**

TENDER NO: HCSSL/PUR/TEN/2024/XX

DATE: XX.10.2024

We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. HCSSL/PUR/TEN/2024/XX dated XX.2024, 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 &amp; Designation

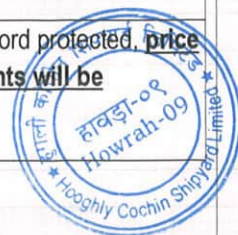
Seal &amp; Signature

(Company Seal)



## CHECK LIST FOR DOCUMENT SUBMISSION (ONLINE MODE ONLY)

SL. NO.	DESCRIPTION	Tick (Yes/No)		REMARKS
		YES	NO	
<b>PART- I – TECHNO-COMMERCIAL CHECKLIST</b>				
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 <b>Annexure-3</b>			
5	Stamped and signed copy in duplicate the tender general terms & conditions, general and technical specification and special terms and conditions ( <b>Annexure-1, 2, 4, 5</b> )			
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 <b>Annexure-6 &amp; 7</b>			
7	Compliance Statement – List of Deviations (if any) as per <b>Annexure - 8</b>			
8	Checklist duly ticked/checked wherever applicable with comments (as applicable) ( <b>Annexure-9</b> )			
9	Filled forms duly signed and stamped as per <b>Annexure-10 to 16</b>			
10	Documents pertaining to <b>EMD as per Annexure – 12 submitted? (This is essential)</b>			
11	Any other comments? (Please enclose)			
12	Any other additional documents enclosed with offer?			
<b>PART- II – PRICE BID (PASSWORD PROTECTED) CHECKLIST</b>				
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 <b>Annexure-3., given?</b>			
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, <b>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.</b>			





**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:



**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:



**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 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 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:



(ON THE LETTER HEAD OF THE COMPANY)

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

- [illegible]

[illegible][illegible][illegible][illegible]

i. 9-Digit MICR Code

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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j. Type of the Account (S.B Current or Cash Credit) with code (010/011/013)

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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



## 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.....

<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 bidder in Letter head**

Bid's Reference No. &amp; Date:

Bidder's Name &amp; 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 &amp; 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