



HOOGLY COCHIN SHIPYARD LIMITED, HOWRAH
(A Government of India Enterprise under Ministry of Port, Shipping & Waterways.)
Nazirgunge, Unit, Howrah

Open Tender - Two-Bid System

**Electrical, Fire Fighting & CCTV work for Warehouse at
Hooghly CSL, Howrah.**



**TENDER NOTICE**

Sealed competitive tenders are invited from experienced Contractors for the scope of work given below. Tenders are to reach the undersigned on or before the date and time mentioned below. Please refer scope of supply/Technical specification, General Terms and conditions and special terms attached.

Tender No. & date	HCSL/PRO/TEN/2026/142 dated 25.06 2026
Scope of Supply / Work	Electrical, Fire Fighting & CCTV work for Warehouse at Hooghly CSL, Howrah
Type of Tender	Two Bid
Last date & time of receipt of tender	10.07.2026 at 15:00 Hrs
Date & time of opening of tender	10.07.2026 at 15:30 Hrs
Tender Cost	Nil
EMD	Rs. 70,000/-
Completion of Work	02 months from the date of issue of Work order or site handing over whichever is later.
Officer-in -Charge	Name : Tuhin Das Designation : Dy. Manager - M&CS Email : tuhin.das@hooghlycsl.com Phone No : +91- 9883211231

Tender to be submitted by E-mail or Hard Copy in Sealed Envelop. Tender reference should be clearly indicated on the subject of the Mail / sealed envelope to be submitted at HCSL Tender Drop Box at Main Gate addressing to officer in-charge.

Tenders should be submitted **Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) in separate pdf format (Price bid must be Password Protected) indicating the tender number, due date of the tender and subject as in-line with the scope of work in the Mail addressed to:**

tuhin.das@hooghlycsl.com

If hardcopy tender submitted please submit in two sealed envelope (Price Bid and Commercial Bid) together in one envelop mentioning tender number.

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

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.

The bidder must visit the HCSL site before submission of the bid. The site visit slip must be submitted along with the tender document containing HCSL OIC signature is mandatory else offer will be rejected.

For any queries, contact the below personnel:



Name: Tuhin Das
Designation: Dy. Manager - M&CS
Email : tuhin.das@hooghlycsl.com
Phone No: +91- 9883211231



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1. BRIEF SCOPE OF WORK:

- 1.1. Hooghly CSL intends to Turnkey basis job for Electrical, Fire Fighting & CCTV work for Warehouse at Hooghly CSL, Howrah
- 1.2. Bidder shall refer detailed Scope of Work and Technical Specifications which is attached separately at Annexure - 2.

2. INSTRUCTIONS TO THE BIDDERS:

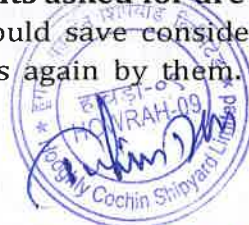
- 2.1. Hooghly CSL reserves the right for grant of extension or otherwise without assigning any reason. Bidder's failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. shall not be entertained and EXTENSION OF SUBMISSION TIME shall not be granted on this account.
- 2.2. Before submission of the tender, the bidder must visit the site, examine the General Conditions of Contract, the Specifications (including any drawings and other specifications referred to therein), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to Hooghly CSL.
- 2.3. Hooghly CSL will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

3. GUIDANCE FOR E-TENDERING:

- 3.1. No offer in sealed envelope will be accepted against e-tendering.
- 3.2. **ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:**
- 3.3. Offer must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid)
- 3.3.1. **Techno-Commercial (Part-I) Bid:** Bidders shall submit/upload scanned copy of the following duly filled in, signed & stamped with company seal in online Part (I) bid: -
 - a. Duly filled, signed and sealed tender document and unpriced commercial Bid
 - b. Scanned copy of GST Registration Certificate & Permanent Account Number (PAN).
 - c. Power of attorney or authorization with seal of the company in favor of persons signing the bid.
 - d. EMD
 - e. CA Audited & certified Average Annual financial turnover during the last 3 years ending 31st March, 2025. Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
 - f. Copy of un-priced price bid (attached), Annexure-14 & 14A.
 - g. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
 - h. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at Enclosure-13.
 - i. Signed copy of Corrigendum if issued by Hooghly CSL

Notes:

- i) Hooghly CSL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also





requested **not to submit unnecessary documents not asked for.**

- iii) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

3.3.2. Price Bid (Part-II):

- a. **Price Bid must be password protected.**
- b. Price Bid as appearing in the format is to be filled by the bidder.
- c. The Bill of Quantities (BOQ) are as appearing at **Enclosure -14 & 14A.**
- d. Bidders are required to quote rate for the items listed in BOQ, in the price bid (Part - II)
- e. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder.
- f. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- g. **Note:**
 1. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit prices shall prevail and the total price corrected accordingly.
 2. If there is an error in a total corresponding to the addition of subtraction of sub- totals, the sub-totals shall prevail and the total shall be corrected.
 3. If there is a discrepancy between words and figures, the amount in words shall prevail.

4. PRE-QUALIFICATION CRITERIA:

4.1. Technical PQC

4.1.1. Particular experience-

Bidder's experience of having successfully completed similar works during last 7 years should be either of the following:

- 4.1.1.1. Three similar* completed works each costing not less than **Rs. 9.5 Lakh.**
- OR**
- 4.1.1.2. Two similar* completed works each costing not less than **Rs. 12 Lakh.**
- OR**
- 4.1.1.3. One similar* completed work costing not less than **Rs. 19 Lakh.**

***Similar Work:** "Similar work shall mean "Electrical, Fire Fighting & CCTV work for sheds/Warehouse"
The bidder should be enlisted by CPWD/PWD/WBSEDCL/CESC/LICENSED Electrical contractor.

- 4.1.2 Documentary evidence in support of similar completed works viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value, Scope of Work etc. & Work Completion Certificate(s) issued by the Client(s) indicating proper reference of the Work Order/Contract Agreement & date of Completion, duly signed & stamped with company seal shall be scanned and uploaded online.

4.2. Commercial PQC

- 4.2.1 Submission of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from registrar of firms.
- 4.2.2 Financial Capabilities
 - a. Bidder's average Audited Annual financial turnover during last 3 years ending 31st





March 2025 should be at least **Rs. 7 Lakhs** as per the annual report or audited balance sheet and profit and loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant.

4.3. Clarification of Bids/Shortfall documents:

- 4.3.1 During evaluation and comparison of bids, Hooghly CSL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in mail, asking the bidder to respond by a specified date & time.
- 4.3.2 If the bidder does not comply or respond by the said date, his offer will be liable to be rejected.
- 4.3.3 Post-bid clarification at the initiative of the bidder shall not be entertained.

4.4. Start-ups shall not be given any relaxation in prior turnover and prior experience.

4.5. Bids from Joint Venture / Consortium are not acceptable.

Note: Hooghly CSL reserves the right to demand hard copy(s) of any of the above documents along with originals to verify / cause verification of authenticity of the same, whenever felt necessary.

5. SITE VISIT:

5.1. The site for the work is located at **Hooghly Cochin Shipyard Limited**
Satyen Bose Road, P.O. Danesh Sk. Lane,
Nazirgunge, Howrah-711109,
West Bengal, India

5.2. **It is considered necessary that the Bidder(s) shall visit the site and get clear idea about the work involved, before quoting. The Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.**

5.3. Bidder(s), if required, may contact on telephone no. 7003595364 for any doubts /clarifications / site visits.

6. EARNEST MONEY DEPOSIT (EMD) / BID BOND:

6.1. Bidders shall furnish EMD of **70,000/-**, against this tender.

6.2. The EMD can be remitted in the form of Online Bank Transfer (Mention docket no.)/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
BRANCH: COCHIN SHIPYARD
ACCOUNT NO: 37354232301
IFSC CODE: SBIN0003229

6.3. EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded. Except L2, all other bidders EMD could be released earlier.

6.4. EMD of the successful tenderer will be refunded after remittance of the security deposit and





acceptance of the order. EMD of L2 can be released after the issuance of work order to L1.

- 6.5. The Earnest Money Deposit (EMD) may be forfeited if: -
- The bidder withdraws, amends, impairs, or derogates from the tender or agreed conditions in any respect within the period of validity of their offer.
 - Non-acceptance of work order.
 - Bidder after accepting the work order fails to provide services.
- 6.6. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from submission of EMD.

TENDERS RECEIVED WITHOUT EMD or EMD furnished not as per Hooghly CSL format in case of BG will be summarily rejected (other than those who are exempted from payment of EMD).

- 6.7. The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I).
- 6.8. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the designated addressee within 07 Working Days from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by Hooghly CSL.
- 6.9. **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will be liable for rejection.**
- 6.10. Refund of EMD in all the cases shall be without interest as stated below:
- EMD will be refunded to the **techno-commercially** rejected bidders within 15 days from the date of price bid opening and remaining bidders within 30 days of determination of L1 or placement of Order on Successful bidder whichever is earlier.
 - In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders
 - EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G.
 - If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded.

7. VALIDITY PERIOD:

- 7.1 Bids / Offers shall remain valid for a period of not less than **120 Days** after the deadline date of submission.

8. OPENING OF BIDS:

- 8.1. **Part-I (Techno-commercial Bid): Part-I bid will be opened on the due tender** opening date from 15:30 Hrs onwards at Administrative Building, Hooghly CSL, Howrah.
- 8.2. **Part-II (Price Bid):** After completion of Techno-Commercial scrutiny, intimation for opening of Part-II bid will be communicated only to Techno-Commercially accepted bidders. Such intimation may be given at a short notice by E-mail or even by telephone, only to the Techno-Commercially qualified bidder(s).

9. EVALUATION OF BIDS:





- 9.1. The Bidders should meet the criteria as stipulated in "Prequalification criteria" and submit all documents as stipulated in Clause "Techno-Commercial (Part-I) Bid"
- 9.2. The Price bid of only Techno-Commercially qualified bidders shall be opened.
- 9.3. L1 to be calculated based on the TOTAL CONTRACT AMOUNT (EXCLUDING GST) as mentioned in PRICE BID FORMAT.
- 9.4. The committee after evaluation of these financial bids shall give its final recommendations on the successful bidder.

10. BID REJECTION CRITERIA:

- 10.1. The Following conditions/ deviations are non- negotiable and therefore any bid falling under these conditions/ deviations shall be **summarily rejected**. Bidders to note that they shall not be provided any opportunity to rectify these conditions/ deviations post bid opening:
 - 10.1.1. Bids received after tender closing date and time.
 - 10.1.2. Bids received other than email mentioned above.
 - 10.1.3. Bids received without EMD (other than those who are exempted from payment of EMD or those submitting valid EMD Exemption document).
- 10.2. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection;
Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders.
- 10.3. **DISQUALIFICATION:**
Even if a bidder meets the tender terms and conditions including prequalification criteria, he shall be subject to disqualification if he is found to have:
 - (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

11. DELIVERY PERIOD/COMPLETION SCHEDULE:

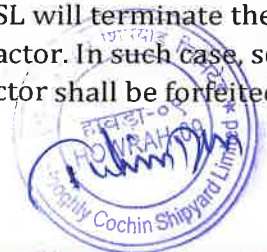
- 11.1. The Completion period for entire work shall be **02 (TWO) MONTHS**.
- 11.2. The completion of work may entail working in monsoon period/ rainy season also. The contractor shall take such events into consideration while quoting for the work. The contractor must maintain sufficient labour force for the timely completion of work as per the prescribed schedule. No extra rate will be admissible for work in monsoon/rainy season. During monsoon and other period, it shall be the responsibility of the contractor to keep the work site free from water at his own cost and ensure safety of their workmen and materials.

12. MOBILIZATION:

- 12.1 The Contractor shall deploy his manpower, material & machinery within 7 days from Placement of P.O.

13. DELAYS IN COMMENCEMENT

- 13.1. The Contractor shall not be entitled to any compensation and/or damages for any loss suffered by him on account of delays in commencing whatever the cause for such delays may be. Similarly, the Contractor shall not be entitled to claim any amount from Client for delays in completion of work.
- 13.2. If the contractor abandons the contract or fails to commence the work in time or suspend the work for long duration (10 days) or delay the progress of the works without valid reasons acceptable to HCSL or labour dispute with their workers or poor safety records or poor quality of work or workmanship etc. is noticed, then HCSL will terminate the contract and arrange the work at the risk and cost of the terminated contractor. In such case, security deposit along with Performance Guarantee submitted by the contractor shall be forfeited forthwith.





- 13.3. The Contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant specifications.
- 13.4. The Contractor must co-operate and co-ordinate with other Contractors involved in other works at the site.

14. PRICING:

- 13.1 All materials shall be procured by the contractor as specified in the Technical Specification/Bill of Quantities, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, transportation, storage, royalties, handling, etc. The contractor should produce challans / Invoices of the materials and its quantity brought to the site as and when required by Hooghly CSL.

15. ALL INCLUSIVE RATES

The Contractor's rate shall be fixed & firm and shall include the cost of transportation of material to the site, taxes, duties, labour cess, GST etc. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever. Basic rate should be all inclusive and GST shall be added separately. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Client on production of documentary evidence. However, any increase in the duties & taxes during construction because of delays in the completion of work attributed to the Contractor shall be to the Contractor's account.

16. TERMS OF PAYMENT:

16.1. Hooghly CSL payment terms shall be as under:

- a. Payment can be made on the clear RABs without corrections submitted by the contractor. HCSL shall carry out an initial scrutiny to check the eligibility of the RABs. HCSL has the right to reject the bill if found ineligible. Certified amount will be paid only after quality of work is certified & after scrutiny and crosschecking of the bill by HCSL. The contractor shall submit running account bills in two copies along with joint measurements. The contractor shall inform HCSL well in advance for recording the joint measurement. All statutory taxes, as per the rules prevailing in force at the time of payment of bills will be deducted while making payment or when crediting the amount to the account. After completion of all the works, the contractor has to clear all the debris and make the area neat and tidy at the site. The final bill shall be paid only after the certification regarding quality of work and overall certification by HCSL after obtaining all applicable approvals of HCSL. The final bill shall be paid within one months from the date of submission of claim (bill) by the contractor or completion of all the items of work or date of acceptance of the bill by both parties whichever is later. Contractor shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the contractor. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- b. The invoices must be submitted along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- c. The quantities given in the schedule of work are only approximate and payment will be made as per actual measured quantities of work executed at site.
- d. All the payments are made, after deducting there from the amounts already paid, the security deposit,





income tax, workers welfare fund and other amounts as may be deductible or recoverable in terms of the contract.

- e. The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill by the Engineer-in-charge after such verification as is considered necessarily.
- f. Before submission of the final bill, the Contractor should sign and submit the following:
 - i. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
 - ii. Taking over certificate issued by Engineer In charge, Hooghly CSL.

17. PRICE VARIATION: Not Applicable for this tender

18. LIQUIDATED DAMAGES:

- 18.1. 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 executed contract value.
- 18.2. The owner shall be at liberty to adjust or deduct the said amount of liquidated damages (not the way of penalty) from any amount due to the contractor including Security Deposit.
- 18.3. 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.

19. DEFECT LIABILITY PERIOD (DLP):

- 19.1. The contractor has to guarantee the material and workmanship for a minimum period of One YEARS (12 months) from the date of commissioning and acceptance of the same by Hooghly CSL against defective workmanship/inferior quality of materials used. During this period any part/Items found defective shall be repaired/replaced by the Contractor free of cost any trouble or defect originating with the workmanship of any facilities installed arises at any time up to 24 months from the date when the system is taken over after commissioning, and the CONTRACTOR is notified thereof, the CONTRACTOR shall at his own expense 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 contractor fails to take action as above as HCSL shall direct, HCSL shall be free to take corrective/alternative action at the contractor's cost and risk within a reasonable time.

20. CONTRACT PERFORMANCE GUARANTEE

- 20.1. The successful Bidder should furnish 5% of contract value as Performance Security within 14 days from the date of issue of Work Order. Performance guarantee should be furnished in the form of an irrevocable Bank Guarantee (BG) enforceable and en cashable at Kolkata, drawn from any scheduled bank operating in India. The BG furnished towards the Performance Security shall be valid for a period until a date 30 days from the day of expiry of the defect liability period stipulated as per the terms of the contract. Performance security shall not accrue any interest. Performance Security will be released / refunded to the Contractor after 30 days from the date of completion of Defect Liability / warranty period of the work. Bank guarantee should be submitted only in the format enclosed at Annexure-8.



**21. EXECUTION OF WORK AND MEASUREMENT:**

21.1. All works shall be carried out and measured as per specifications and standard Engineering practice and mode of measurements, conforming to the relevant IS code. The Contactor shall ensure that skilled workmen in their respective trades are employed. He shall also employ qualified Engineer(s) / Supervisor(s) experienced in similar type of work, as required, for execution of work efficiently.

21.2. Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department.

21.3. The work is to be carried out in the area where Hooghly CSL's normal activities are in progress. The Contractor has to plan his work in such a way as not to disturb the normal activities of Hooghly CSL. The contractor shall not be paid for any compensation for idle period if generated due to any reason whatsoever. Reasonable extension in time, however, may be considered on application in writing along with supporting Documents.

21.4. All the works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Hooghly CSL and the Contractor at all times during the usual working hours, offer assistance for the inspection of work. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

21.5. The Contractor shall submit supporting documents such as Invoice of Materials, Delivery Challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant along with the invoice for the purpose of certification by Hooghly CSL.

21.6. Contractor shall be responsible for procuring all the materials required for construction. Contractor shall arrange for testing of materials from approved laboratory and submission of test certificates as per specification in accordance with relevant IS Codes. The cost towards testing is deemed to be included in the quoted rates.

21.7. All construction materials procured by the contractor should be of approved quality and free from defects. Hooghly CSL has got all the Rights to Test and Reject any material in part or in full at any point of time. Hooghly CSL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the same shall be borne by the Contractor.

21.8. Testing of samples shall be made in the presence of Hooghly CSL representatives. Materials shall be delivered to Hooghly CSL site only after clearance from Hooghly CSL along with test certificates. Hooghly CSL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the same shall be borne by the Contractor.

21.9. Contractor shall arrange for equipment's / instruments with valid calibration certificate as required at site. The cost towards the same is deemed to be included in the quoted rates.



**21.10. Availability of Construction material**

During the tenure of the Contract due to the various reasons, there may be scarcity of availability of construction material in Kolkata region & this type of crises may be for short term or long term. In such circumstances, Contractor shall arrange to procure the Material available from other state/region of India with no additional cost to Hooghly CSL. The cost of the same is deemed to be included in Bidder's quote.

21.11. Special Condition of Contract.

1. A minimum set of Supervisor Staff/Tech. team required at site for supervision, Safety and quality compliance.

22. CONTACTOR'S SCOPE:

- 22.1. **Power:** Main power supply given from Hooghly CSL shipyard, the contractor shall make his own arrangement for electric connection, electrical fittings, cables/wires, welding transformers, etc. at his own cost.
- 22.2. **Water:** Main water supply given from Hooghly CSL shipyard, the contractor shall make his own arrangement for water connecting lines, storage etc. at his own cost.
- 22.3. **Equipment/Machinery:** The contractor shall make his own arrangement for all equipment, machinery, tools and tackles etc.
- 22.4. **Construction Material:** All the materials required for works procured by the Contractor shall be of reputed make and as approved by Hooghly CSL. The rate shall be inclusive of transportation, storage, security, handling etc.
- 22.5. **Consumables:** All the consumables required for the works including temporary works, allied/associated job etc. shall be procured by the Contractor including transportation, storage, security, handling etc.
- 22.6. **The Contractor shall also note that under no circumstances Contractor shall be paid for idle manpower.**

23. DEBRIS REMOVAL/HOUSEKEEPING:

- 23.1. Debris generated during execution of work shall be promptly disposed of outside Hooghly CSL. The site will be maintained clean at all times and the Contractor is expected to budget for the same. Also, during dignitary visits, temporary works materials, debris etc. shall be shifted suitably without any additional cost to Hooghly CSL.
- 23.2. The site will be maintained neat and clean at all times and the Contractor is expected to budget for the same. Hooghly CSL has Designated Bins separately for Scrap Steel, Wood Scrap & Rubbish. Contractor shall segregate unusable scrap steel, wood, rubbish, if any, and deposit the same in the nearest respective bin.

25. SAFETY AND TRAINING:

- 25.1. All the workers, Engineers of the contractor shall have Safety PPE's (Personnel Protective Equipment's) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. The contractor shall also provide Safety net and Safety Belts for height work.
- 25.2. All workers on site shall adhere to the best safety practices applicable. All personal, process & material safety procedures shall be planned & implemented on site. Training & regular inspection shall ensure that safety standards are met.
- 25.3. First Aid kit & First aid training shall be given to all key members of the Site team.





25.4. All workers, supervisor's contractor shall optimum training regarding all aspects of site management prior to commencement of work

26. CHANGES:

26.1 Hooghly CSL reserves the right to issue change orders which provide for changes in the scope of work required under WORK ORDER, and for equitable adjustment in the price hereunder.

26.2 Any amendment to WORK ORDER shall be made in writing by Hooghly CSL and all other terms and conditions of WORK ORDER shall remain unchanged.

26.3 Ruling Percentage" shall mean the percentage by which the amount of the works actually awarded is higher or lower than the corresponding departmental estimated amount of the works. Ruling percentage shall be defined based on the departmental estimated amount of works and amount of the works actually awarded.

26.4 The quantities given in the Bill of quantities are indicative only. Variation is permitted in quantity of each individual item. The rates quoted shall be firm for such variation up to the limit of 25% in respect of individual items and up to 10% of the Contract Value. In case the variation results in the total Contract Value exceeding the prescribed percentages, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentages. The rate payable shall be determined as given below:

- a. Rates and prices of relevant item in the Delhi Schedule of Rates 2023 plus cost index applicable for Kolkata/Howrah, West Bengal plus/ minus Ruling Percentage.
- b. Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of Contractor. Contractor has to furnish site observed data jointly certified by contractor, employer for computing local market rates along with supporting documents such as tax invoice of materials procured, labour deployment log book, work order/purchase order showing hire charges of plant and machinery, work order showing labour rates etc. to employer.

Whichever is lower, but not less than the rate in the Bill of Quantities.

26.5 No claims shall be entertained from the contractor for any downward variation. Contractor's concern is for negative variation as their cost of mobilization, set-up charges etc. does not get recouped in case of reduction in quantities.

27. INDEMNITY CLAUSE:

The firm shall indemnify Hooghly CSL 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:

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

28. RECOVERY OF DUES FROM THE CONTRACTOR:

26.1 Hooghly CSL shall have recourse to Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of Contractor to perform any of his responsibilities / obligations under the terms of the order. Any amount due from Contractor as per the order shall be deducted from money due or becoming due to Contractor or may be recovered as provided for in the contract.

29. PERMITS AND CERTIFICATES:

27.1 CONTRACTOR shall procure, at his expense, all necessary permits, third party approval certificates, and licenses required by virtue of all applicable laws, regulations, ordinances and





other rules in force at the place where any of the work is to be performed, and CONTRACTOR further shall hold Hooghly CSL harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinance or other rules. Tender documents, Terms and conditions and Drawings should be signed and sealed in all pages by the contractor and accompanied along with the tender.

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Signature and Seal of the Contractor (s)

For Hooghly CSL



GENERAL CONDITIONS OF CONTRACT

1. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to labours, working hours, 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.
2. All applicable taxes, duties, transportation and insurance etc. except GST should be included in the rate quoted, unless specified otherwise. Hooghly CSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
3. Tender documents issued are not transferable. Tender documents issued/downloaded shall be submitted wholly without altering any part.
4. The bidder shall not have been debarred / black listed by Hooghly CSL or by any of the Public Sector Undertaking or Government department etc. Bidders shall produce a self-declaration in this regard as attached.
5. Bidders are instructed to carefully go through the tender documents and shall agree to Hooghly CSL terms and conditions, specifications, scope of work etc and quote their offer accordingly. Bidders shall produce a self-declaration in this regard as per the format enclosed with the tender documents. All the pages of tender documents shall be signed and duly sealed by the bidder as a token of the acceptance of conditions stated therein.
6. Tender opening shall be carried out at the designated date, time and location as specified in the Notice Inviting Tender. It may please be noted that, if any of the dates indicated in the tender notice is declared a public holiday, the dates shall be extended to the next working day.
7. The price bids will be evaluated based on the lowest offer on the total amount such as basic price, GST and all other applicable taxes obtained from eligible and qualified valid bids for opening the price bids. (on lowest total landed cost to Hooghly CSL)
8. Hooghly CSL reserves all the rights to reject any or all tenders without assigning any reason. Acceptance of a bid will rest with the competent authority, who does not bound himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason for the same.
9. Throughout the bidding documents, the terms "bid" and "tender" and their derivatives ("bidder / tenderer", "bid / tender", "bidding / tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.
10. Hooghly CSL has the right to award work, part or in full to a single party or multiple parties as deemed fit. Also, Hooghly CSL shall have the right to issue work order & supply order separately.
11. During the evaluation of tender, Hooghly CSL may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Hooghly CSL decision will be final and binding on the bidder.
12. Bringing in new conditions after the tender opening will not be allowed. Under no circumstances, will an enhancement of quoted rate 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/execution within the stipulated delivery/completion period will entail cancellation of the order and forfeiture of EMD/Performance security, if any/ and or risk purchase.
13. HCSL shall without prejudice to any right or remedy is at full liberty to forfeit the said EMD/Cost of Tender absolutely if the tenderer withdraws his tender before the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to HCSL. After the issue of work order by HCSL, failing /refusing to execute the agreement/ start the work, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractors calculated and the willful breach of the contract, HCSL shall



have full right to take suitable action against the firm together with forfeiture of Earnest Money Deposit.

14. Security deposit/Performance guarantee will be released only after attending all the defects pointed out to the contractor during the defect liability period/guarantee/warranty period. Any work which are not attended/replaced during the defect liability period within a reasonable time given by Officer in charge /Engineer, the work will be carried out at the risk and cost of the contractor by HCSL.
15. The site will be available for work during office hours (08:30 Hrs to 17:15 Hrs.) only. However, if the Contractor wishes to carry out the work beyond normal working hours or on holidays, he should get specific approval from the Officer-in-Charge.
16. The work shall be inspected by the Officer –in – Charge /Engineer, his authorized representative deputed by the Officer –in – Charge. Officer–in – Charge /Engineer will have full liberty to impose penalties for the violation of any of the agreement clauses.
17. **General conditions on work part:**
 - 17.1. Hooghly Cochin Shipyard Limited reserves the right to make minor alterations, additions or substitutions to the existing specifications/scope of work, if found necessary during the progress of work and the contractor is bound to carry out the work without any additional cost, as per such altered specifications.
 - 17.2. The completion of work may entail working in monsoon period/ rainy season also. The contractor shall take such events into consideration while quoting for the work. The contractor must maintain sufficient labour force for the timely completion of work as per the prescribed schedule. No extra rate will be admissible for work in monsoon/rainy season. During monsoon and other period, it shall be the responsibility of the contractor to keep the work site free from water at his own cost and ensure safety of their workmen and materials.
 - 17.3. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour, subcontractor, labour union shall be the sole responsibility of the contractor. Workers engaged for works should have sufficient knowledge and experience in the respective fields.
 - 17.4. The contractor should take insurance for the men and materials till the handing over of the entire system to Yard. The contractor is bound to meet the expenses or defence of any action of legal proceedings that may be brought by any person for injury sustained owing to neglect of safety precaution and to pay damages and costs which may be awarded in consequence as per rules in force. It is the responsibility of the contractor to ensure that workmen engaged in the work should wear safety appliances like helmet, safety shoes, safety belts etc. and should strictly comply with Yard Safety Rules and Regulations in vogue. For obtaining entry permission of workmen into the company premises, the contractor has to furnish the identity proof of those persons to be engaged [Passport/Electron Identity card etc. If required, police clearance certificate shall also be submitted. They should carry / display the pass issued by Yard authorities during the entire span while in Yard. The contractor has to abide by all relevant Labour Regulations and enactments as applicable to the contractor and his/their workmen and as amended from time to time without causing or claiming any responsibility or liability thereof to the company.
 - 17.5. The workmen are strictly banned from use of any kind of Narcotics drugs / Alcohol /smoking etc. inside Yard and any illegal activity by the work men should be reported to the Officer-in-charge without delay and the contractor shall remove such persons from Yard premises.
 - 17.6. The Contractor should furnish their Registration code, ESI/EPF (if applicable) /PAN/GST numbers issued by competent authorities if any. The supporting documents for the same may have to be submitted to Hooghly CSL in the event of requirement. Hooghly CSL reserves the right for the deduction of ESI/PF from the bill or invoice, if required.
 - 17.7. **TAX ELEMENTS**



- a. The tax rate of the Goods and Services would be as per the Government of India published GST rate schedule for goods & services. The rates have been mapped with HSN& SAC in the rate notification issued by the government. The rate schedule should be referred to identify the applicable rate.
 - b. GST ID should be mentioned.
 - c. The invoices should be as per the provisions of GST law. The invoices should mandatorily contain the HSN code/SAC and GSTIN number along with other particulars. The GST charged (CGST&SGST or IGST) should be separately indicated in the invoice.
 - d. Tax inclusive invoices will not be accepted.
 - e. All correction/rectification in the invoices should be done through Debit note/ Credit note only.
- 17.8.** The entire work should be carried out to the satisfaction of the Officer-in-charge/Engineer of the work. Decisions of the Officer-in-charge/Engineer will be final and binding to the contractor.
- 17.9.** The workmanship shall be as per industrial standard in every respect both for the equipment supplied and for the installation carried out. The work should confirm to relevant Indian Standard Specification / other statutory rules wherever necessary/ applicable.
- 17.10.** Arrangement of all necessary accessories shall be carried out by contractor for successful completion of work even though not specifically mentioned in the tender/ order. All tools, tackles, accessories and other materials brought into Shipyard for the work shall comply with statutory requirements and shall be declared.
- 17.11.** Necessary storage space will be provided by Yard as per the prevailing rules subject to the availability of space. If not, contractor has to make necessary arrangements outside Yard premises at his own cost and risk.
- 17.12.** All statutory requirements are to be followed by the contractor. Packing material used if any should be eco-friendly.
- 17.13.** The contractor has to abide by the Contract Labour Act 1970 and rules there under and applicable State Contract Labour Rules and the Yard safety rules and regulations. It is the responsibility of the contractor to follow all safety rules and regulations in force, during the period of contract in Yard, and any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action.
- 17.14.** Necessary "Work in progress" boards shall be provided by the contractor at locations shown by the Officer -in - Charge/Engineer.
- 17.15.** The contractor shall make arrangements for collection, preparing, forwarding and testing of samples (if required) at his cost as directed by the Officer -in - Charge /Engineer. The charges for testing to be borne by the Contractor.
- 17.16.** Electrical connections issued to the Agency will be exclusively for their own use and any power sharing with other agencies shall be totally under the risk and cost of the agency to which power supply is allotted.
- 18.** Bidders shall follow the Security instructions and HSE guidelines as enclosed with the Tender documents.
- 19. FORCE MAJEURE CONDITION:** Should failure in performance of the contract or part there of arise from war insurrection, restraint imposed by Government, Act of Legislature of other statutory Authority or illegal strike (event like local strike/ hartal etc. in the yard, state or national), riot, legal lock out, flood, bad weather, fire, explosion, pandemic, epidemic, Act of God of any inevitable or unforeseen beyond human capacity 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 or cessation.



20. RISK PURCHASE: - If the contractor fails to complete the work, in time as per the terms in work order, HCSL shall have the following rights.

- a) To terminate the contract within 15 days of notice.
- b) To initiate alternative arrangements at the risk and cost of the contractor.
- c) HCSL reserves the right to terminate the work order at short notice in case the firm's performance is found not satisfactory with regard to the progress of work, quality, time factor, labour dispute with their workers, poor safety record and other violation of any contract conditions. No claim whatsoever will be entertained in this regard from the firm.

21. JURISDICTION: Any dispute(s) or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between HCSL and the contractor under mediation. Arbitration under provisions of Indian Arbitration and Conciliation Act shall not be applicable for this contract. 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.

General Conditions, technical specifications, Drawings etc. and all tender documents of HCSL is legally binding on the tenderer.

22. USE OF APPROVED MAKES

List of approved makes for use in permanent works is mentioned in the tender. It will be deemed that the contractor has priced the respective items on the basis of the approved makes.

Where a particular brand or make is specified in Bill of Quantities or Technical specification, such brand or make of material shall only be used in the works.

Whenever equivalent is specified in the list of approved makes, permission for use of equivalent make shall be subject to contractor submitting proof of non-availability by way of valid regret letters from the makes listed along with the comparison table of properties of proposed make w.r.t specified make. Also, contractor shall submit sample of equivalent material along with test certificates and other documentary evidences to the Engineer- in -charge for approval. Decision of Engineer-in-charge on approving equivalent makes shall be final and binding on the contractor.

23. SITE HANDING OVER

The site will be handed over in full. However, if this is not possible due to reasons that cannot be anticipated now, site shall be handed over in multiple phases based on the exigency of work. If there is any delay in work due to delay in handing over of site by HCSL which is not attributable to the contractor, proportionate extra time will be granted if found necessary by the Engineer-in-charge without any additional cost implication and the decision of Engineer-in-charge shall be final.

24. MOBILIZATION ADVANCE

Mobilization advance shall not be applicable for this contract

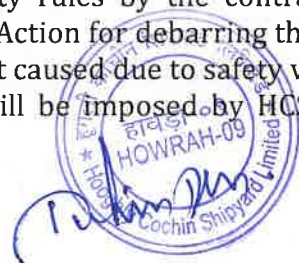
25. PRICE ADJUSTMENT

Price Adjustment shall not be applicable for this contract

26. SAFETY AND SECURITY PROVISIONS

The Site of Work is a protected area. Contractor shall strictly abide by the rules and regulations of HCSL regarding entry and exit of vehicles, materials, equipment's & contractor's workmen.

All the Contractors and subcontractors shall comply with the measures related to the Quality, Health, and Safety & Environment (QHSE) policy of HCSL. It is the responsibility of the contractor to follow all safety rules and regulations in force, during the currency of contract in HCSL, and any violation of the same during the course of work will be at the risk and cost of the contractor and will attract penal action. Upon any violation of Safety rules by the contractor, safety department will impose penalty of Rs 5,000/- per violation. Action for debarring the contractor also will be taken in case of repeated violations. Any accident caused due to safety violation and any damage to the Employer property suitable penalty will be imposed by HCSL including



termination of contract, if required.

27. PROCUREMENT OF MATERIALS

The Contractor shall arrange from the very beginning adequate supply of materials, manpower, stock control items, spare parts etc. so as to ensure that delays or hold-ups do not occur in the commencement and execution of the works. Advance planning for procurement shall be ensured and buffer stock for critical construction items such as reinforcement steel, structural steel, cement, admixtures, aggregates etc. sufficient to carry out at least two weeks of work shall be ensured by the contractor for smooth progress of work.

All the materials to be used in work shall be subjected to the approval of Engineer-in-charge. The contractor shall apply sufficiently in advance with the samples of materials including the supporting test results from the government/NABL accredited laboratory and other documentary evidence from the manufacturer wherever applicable indicating the types of materials and their respective sources. The Engineer-in-charge also reserves the right to conduct additional tests at government laboratories or NABL accredited laboratory at his discretion. The cost of all such tests shall be borne by the contractor. The delivery of material at the site shall be carried out only after the approval of quality, grading and source of materials by Engineer-in-charge. The quality of all material once approved shall be maintained throughout the period of construction and periodic tests shall be carried out to ensure that it is maintained. The guarantees/warranty certificates for all major bought out items, fittings /fixtures are to be handed over to HCSL prior to use in permanent works.

28. SITE RECORDS TO BE MAINTAINED BY CONTRACTOR

- Site records –RFI (Request for inspection), Engineer-in-charge approved formats for pour card, post pour, checklist for fabrication and erection, and inspection records for other works, BBS, consumption statements, Hindrance register etc.
- Quality related documents-Material testing reports (Proforma D) , plant and machinery permits and calibration certificates, procurement and consumption statements of the applicable items whatever applicable, NCR etc.

Statutory documents- Workmen attendance register/wage register, EPF/ESIC remittance details, key personnel attendance statement etc.

29. Following declaration signed by the contractor.

“I/WE HAVE INSPECTED THE SITE AND GONE THROUGH THE TENDER TERMS AND CONDITIONS IN FULL AND UNDERSTAND AND ACCEPT THE SAME AND HEREBY TRULY CONFIRM AND DECLARE THAT THE RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES, ALL CESS AND DUTIES BUT EXCLUDING GOODS AND SERVICES TAX. I / WE ALSO CONFIRM THAT COVER B (PRICE BID) DO NOT CONTAIN ANY CONDITIONS”

“I/WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.”

Signature and Seal of the Contractor (s)



For Hooghly CSL

TECHNICAL SPECIFICATION FOR ELECTRICAL WORKS OF WAREHOUSE**I. GENERAL INSTRUCTIONS****1. SPECIAL INSTRUCTIONS**

- 1.1. The work of electrification shall be carried out after the layout is finalized and as per the instructions given from time to time by site engineer. The electrical installation shall be as per the Indian standard codes and in conformity with Indian Electricity rules 1956, as amended up to date, and also the relevant regulation of licensee.
- 1.2. The scope of electrification work will include providing labour, material, transport, insurance security, clearing of site, handing over and one-year free maintenance of the work from the date of commissioning. The material used shall be new and of category makes specified or approved. Any work where specifications are not clear, relevant provision in I.S. or Indian Electricity rules shall be followed. Engineer' decision and direction in such cases shall be final.

2. QUALITY OF THE MATERIAL

- 2.1. All the materials shall be new from the fresh stock and shall conform to I.S. specifications.
- 2.2. Contractors shall produce, on demand, such details as called for by the site Engineer of HOOGHLY CSL to prove the genuineness of the material.
- 2.3. Rejected materials must be replaced by the contractors within 7 (seven) days.

3. WORKMANSHIP

The work shall be carried out keeping in mind the aesthetic requirement of individual site and matching of final work with the surrounding by proper finishing as necessary to maintain uniformity. Good workmanship is an essential requirement of this contract. Poor workmanship will be liable for penalization.

4. MEASUREMENT & CANCELLATION OF THE PART CONTRACT

The bills of the quantities are based on the plans of the buildings/ individual office showing the approximate location of all outlets, switchgear, etc. and are approximate only. The contractor shall be paid at actual as measured jointly by the representatives of the Contractor and Site Engineer of HOOGHLY CSL.

5. INSPECTION & TESTS

- 5.1. The Contractor shall offer each and every equipment for test at the works or otherwise test certificate shall be furnished in case inspection is waited.
- 5.2. All the materials shall be approved before starting the work.
- 5.3. PVC switchboards shall be ISI and approved make.
- 5.4. Wiring shall be approved before boards or blocks are fixed up.
- 5.5. Casing-N-Capping / Conduit pipes shall be inspected before erection.
- 5.6. Mounting arrangement of the ceiling fans / light fittings / spotlights shall be inspected and approved by the Site Engineer, HOOGHLY CSL.
- 5.7. Connections to earth electrodes shall be inspected and got approved by the Site Engineer, HOOGHLY CSL, prior to connection.





6. Warranty

- a) The offered LED Lighting Fixtures including the drivers shall be guaranteed for a minimum period of **24 Months**.
- b) The vendor shall have final and total single point responsibility for the design and performance of the LED lighting fixture, driver, control gear and all components supplied under this specification.
- c) The supplier shall,
 - i) Warrant that the LED lighting fixture, driver and all materials to be free from defects in Design, material and workmanship.
 - ii) Warrant that the LED lighting fixture will satisfy the requirements of the intended use and be suitable for the application.
 - iii) The fixture shall have suitable mounting arrangement on poles/walls with extended portion of control gear and 2 nos. of sturdy 'U' shaped clamps. The fixture shall have suitable mounting, arrangement on wall with swan neck type G.I pipe up to control gear using 2 nos. of sturdy 'U' shaped clamps, complete with G.I. 16 SWG/1.62 mm junction box 100mmx100mmx75mm with fuse unit connector and 3x2.5 Sq mm multi strand copper wires from fitting to junction box in PVC flexible pipe with gland.

7. Additional Features:

- 7.1 Ventilation: Natural or forced ventilation with filters if required
- 7.2 Earthing: Adequate earthing terminals for safety
- 7.3 Labelling: Clear and durable labelling for circuits and components
- 7.4 Documentation: Complete set of drawings, test certificates, and manuals provided

These specifications ensure that the IP65 outdoor LT panel is well-suited for reliable and safe electrical distribution and control in outdoor environments.



**LIST OF PREFERRED MAKE OF MATERIALS**

Unless otherwise mentioned specifically only the following approved make / brands of various electrical accessories will be used. In case, there are two types of products under one brand name, then product having I.S.I mark shall be used. In case, the approved brands are not available in the market then, equivalent product conforming to relevant standards, as approved by the Engineer in charge shall be used.

SR.NO.	ITEM	STANDARD MAKE
1	LT PANEL	L & T / Siemens / Schneider / ABB / Legrand/ APJ ELECTRICAL / ABAK ENGG / ZENITH ENGG/MARINE ELECTRICALS
2	DISTRIBUTION BOARDS	LEGRAND / HAGER / SCHNEIDER / C&S Electric/L & T
3	MEDIUM VOLTAGE CABLE	POLYCAB / FINOLEX / RR KABLE
4	CABLE TRAY	INDIANA / OBO BETTERMAN / LEGRAND/PROFAB
5	UPS / INVERTER	APC / DELTA / EATON
6	LT SWITCHGEAR (ALL RANGE)	SIEMENS / SCHNEIDER ELECTRIC / L & T / ABB/LEGRAND
7	LT MCCB	SIEMENS / SCHNEIDER ELECTRIC / L & T / ABB / LEGRAND
8	LT MCB, ELCB, RCBO	SIEMENS / SCHNEIDER ELECTRIC / HAGER /LEGRAND
9	LT SFU	SIEMENS / SCHNEIDER ELECTRIC / L&T / ABB/LEGRAND
10	LT CONTACTORS	SIEMENS / SCHNEIDER ELECTRIC / L & T / ABB
11	CHANGE OVER SWITCH	ASCO / SOCOMEC / ABB
12	METERS (DIGITAL)	ENERCON / L&T / TRINITY
13	LOAD MANAGER	ENERCON / L&T / TRINITY
14	RELAYS	SIEMENS / SCHNEIDER ELECTRIC / GE / L & T
15	INDICATING LAMPS	SIEMENS / SCHNEIDER ELECTRIC / L & T / ABB
16	LT CAPACITORS	L & T / EPCOS / SEIMENS
17	LUGS	DOWELL'S / JAINSON / COMET
18	CABLE GLAND	JAINSON / COMET / DOWELL'S
19	PVC CONDUITS AND ACCESSORIES	PRECISION / DIAMOND / POLYCAB / ASTRAL
20	CASING CAPING	PRECISION / DIAMOND / LEGRAND
21	M.S. CONDUIT AND ACCESSORIES	AKG / BEC / STEELCRAFT
22	MODULAR SWITCHES, SOCKETS & OTHER ACCESSORIES	LEGRAND / MK - HONEYWELL / PANASONIC
23	METAL CLAD SOCKET WITH MCB	MDS-LEGRAND / SIEMENS / SCAME
24	PVC JUNCTION BOX	SINTEX / CLIPSAL / SPELSBERG
25	WIRES FOR INTERNAL WIRING	POLYCAB / FINOLEX / RRKABLE
26	FLEXIBLE WIRE	POLYCAB / FINOLEX / RRKABLE
27	FLAME PROOF JUNCTION BOX	FCG/SUDHIR/PRATEEK/PROMPT
28	MULTICORE FLEXIBLE CABLE	POLYCAB / FINOLEX / RRKABLE
29	CONNECTORS (COLOURS AS PER PHASE & NEUTRAL)	SALZER / ELEMEX / CONNECTWELL
30	LIGHT FIXTURES	HAVELLS / WIPRO / Crompton /BAJAJ/PHILIPS





Annexure-3

Self-Declaration to be given by the bidder in Letter head

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.
2. If HCSL finds that, we have been blacklisted/debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

Seal:

Date:

Place:.....



Annexure-4

Acceptance of the Terms & Conditions by the Tenderer

(To be given in the Letter Head of Contractor/Contractor)

1. I/We have understood clearly the Specifications, scope of materials, scope of work, General, Specific and Commercial Terms and Conditions of the Tender. I shall scrupulously abide by the same.
2. I/We have understood clearly that this is a supply/ installation/testing/commissioning work, for which, I am/we are required to quote unit price + GST as applicable.
3. I/We certify that to the best of my /our knowledge the particulars furnished above is true.

(Signature with company seal)

For and on behalf of the company
Name & Designation of Signatory.



Annexure-5

POWER- OF-ATTORNEY

(ON THE LETTER HEAD OF THE COMPANY)

To
Chief Executive Officer
Administrative Building, HCSL Premises,
Satyen Bose Road, P.O.- Danesh Shaikh Lane,
Nazirgunge, Howrah, West Bengal 711109.

Dear Sir,

We _____
do hereby confirm that Mr./Ms. _____ (Name and Address) is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender No. _____

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of: Signature, name and seal of the certifying authority

**Security Instructions and HSE Guidelines****Security Instructions**

1. All contractors and their personnel are bound to comply with the security instructions/ orders of the Shipyard issued from time to time.
2. Movements of all persons entering through the Gate should be recorded at the Gate.
3. 100% checking and frisking of all contractors/contract workmen entering into the yard will be done
4. All vehicles carrying materials shall have material entry pass. Such material carrying vehicles shall be permitted entry to the Factory Area on production of material pass. All contractors and their workmen shall keep personal vehicles in the designated parking area.
5. All persons engaged for various works in the Yard through contractors should produce any of the following documents for entry at Site.

Attested copy of any of the documents mentioned below:

- a) Photo identity card issued by government bodies
- b) Electoral identity card with clear photo and address particulars
- c) Driving license with photo and address particulars
- d) Passport/ attested copy of passport with photo and address particulars

HSE Guidelines

Occupational Health, Safety & Environmental requirements of Hooghly Cochin Shipyard Ltd. shall include the following:

1. The contractor (or a sub- contractor performing work on behalf of the contractor) is deemed to comply with the occupational health, safety and environmental policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the HSE requirements of the Yard.
2. The contractor shall undertake the work in total compliance with all applicable legal /statutory requirements related to occupational health, safety and environment effective in Kolkata, in the state of West Bengal.
3. It is the sole responsibility of the contractor to assure that any subcontractors who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all HSE requirements of the company and the health/safety/environmental rules effective in the state.
4. The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities for their period of contract, in their activities/at their work sites, which shall be required by the health safety environmental rules established and effective in the state, at their own cost.
5. If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall solely be responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking the stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
6. Upon the completion of the work, contractor shall clear the area and shall not leave any occupational health/safety/environmental liabilities to the company, from their activities at the worksites.
7. Lifting appliances should be fixed and securely anchored.
8. Any clarification related to HSE requirements of the yard, may be obtained by the contractor from the authorized representative of the contract, prior to the commencement of work.



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

This deed of GURANTEE made onBetween HCSL on the one part and..... (name and address of the bank) of the other part is as follows:-

In consideration of the HCSL having allowed M/s..... (Hereinafter referred to as 'the Contractor') to submit Tender No..... to them without Earnest Money according to the conditions of such Tender Notification, We.....(here enter the name of 'the Bank') a Company incorporated under theAct and having its registered office at(hereinafter referred to as 'the bank')undertake to pay to HCSL on demand at Kolkata the sum of money payable as Earnest Money in respect of the Tender No.....made by the Contractor in case the Contractor withdraws the tender before the date of firmness stipulated or when the tender is accepted by or on behalf of the HCSL the Contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by the HCSL or otherwise commits any breach of the terms and conditions of the tender.

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

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

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



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

Place:

Date:



Annexure-8

**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE GUARANTEE
(On stamp paper of value Rs.200/-)**

Guarantee No.....
Amount of Guarantee Rs.....
Guarantee Cover From.....
Last Date of Lodgement of Claim.....

1. In consideration of the Hooghly Cochin Shipyard Limited (hereinafter called HCSL)having agreed to exempt.....(hereinafter called "The said Contractor(s)" from the demand, under the terms and condition of an Agreement between HCSL and.....for the execution of the work of.....as per work order No.....dated.... (hereinafter called "the said agreement")of Performance guarantee/ Security Deposit for the due fulfilment by the said contractor(s)of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupees.....only)We.....(Name of Bank) (hereinafter referred to as "the Bank) at the request of.....contractor(s) do here by undertake to pay to HCSL an amount not exceeding Rs(Rupees.....only) on demand.

2. We (name of bank)....., do hereby unconditionally and irrevocably undertake to pay the Employer to the extent of Rs...../(Rs..... Only) without any demur merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or suffered by the Employer by reason of breach by the Contractor of any of the terms and conditions contained in the said contract. Any such demand made on the (name of bank)..... shall be conclusive as regards to the amount due payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../(Rs.....Only)

3. Our liability under this present guarantee is absolute and unequivocal and we undertake to pay the Employer the amount so demanded without seeking the consent of the Contractor and notwithstanding the raising any dispute and/or disputes or filling any suitor proceeding before any court or tribunal Authority. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment here under and the Contractor shall have no claim against us for making such payment.

4. Notwithstanding anything to the contrary, Employer's decision as to whether the Contractor has made any default or defaults and the amounts to which Employer is entitled by reason therefore shall be binding on us and we shall not be entitled to ask the Employer to establish the claims under the guarantee but will pay the same on demand without objection.

5. We, (name of bank),....., further agree that the guarantee herein contained shall remain in full force and effect during the periods that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

6. This guarantee shall not be recoverable by us except with the written consent of the Employer and shall continue to be enforceable till should it be necessary to extend this guarantee beyond the said date.



we undertake to extend the validity of this guarantee for such further period as may be required by the Employer, subject to the Employer giving in writing to Contractor the request for extension, and such extension shall be given before the expiry of the forthwith become payable to the Employer, not withstanding that the contract is continuing and/or the Employer has or has not terminated the contract or preferred any claim against the Contractor.

7. We (name of bank)...., further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of guarantee by the said Contractor from time to time or to postpone for any time or from time to time exercise any of the powers exercisable by the Employer against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or any indulgence which under the law relating to sureties, would but for this provision, have effect of so relieving us.

8. This guarantee shall not in any way be affected due to change in our constitution or by your taking or varying or giving up any securities from the Contractor or any other person, firm or Employer on its behalf or by change in the constitution, winding up, dissolution, insolvency or death as the case may be of the contractor.

9. In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we here by expressly waive all our right of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this guarantee.

10. We, (name of bank)....,..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

11. Notwithstanding anything contained herein above:

a. Our Liability under this guarantee shall not exceed Rs...../(Rs..... Only).

b. This Bank Guarantee shall be valid up to and including and

c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this Guarantee.

Dated theday of.....

SIGNATURE AND SEAL OF BANK

FULL ADDRESS OF THE BANK

**Annexure-9****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- Pro-praetorship / 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/debarred 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:

**Annexure-10****DETAILS OF PAST EXPERIENCE OF BIDDERS FOR SIMILAR WORKS**
(Shall be submitted under Company's letterhead)

Sl. No.	Name & Location of Project	Owner's Complete address including Phone No. with contact Person	Value of Contract	Duration of Contract			Details of work including major items of work involved	Reference No. & Date of letter of intent & completion certificate enclosed
				Commencement date	Scheduled completion date	Actual completion date		
1	2	3	4	5	6	7	8	9

Note: Attested copy of work completion certificate for Similar Works where experience is being claimed should be submitted.

Signature & Seal of the Bidder(s)



PRE CONTRACT INTEGRITY PACT

HOOGLHY COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Senior Manager IR & HR, Hooghly Cochin Shipyard Ltd (HCSL) having its registered office at Howrah, West Bengal India (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to construct 'Turnkey basis job for Design, Supply and Erection of Pre-Engineered steel structure-Warehouse for Materia Store and land development work at Hooghly CSL, Howrah' and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
 - 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from



further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.



The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rs. 1,00,000/-** as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft or Pay Order in favor of HCSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the SRF).
- 5.2 The Earnest Money if applicable/Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.
- 5.5 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.
- 5.6 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.
- 5.7 EMD of the successful bidder will be refunded after remittance of the security deposit.
- 5.8 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.



5.9 The relevant documents pertaining to the EMD should be enclosed with Techno- commercial Bid. Tenders Received Without EMD Will Not Be Considered For Further Evaluation.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter- Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of HCSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price



lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitor

- 8.1 The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- (i) Dr. Rajan S Katoch, IAS (Retd)
A-91, Alkapuri, Bhopal (MP) – 462022. Mobile: 8800919222;
Email: rkatoch@nic.in
- (ii) Dr. Vinod Bihari Mathur, IFoS (Retd.) D302, Arborea Luxury Homes,
Tarla Nagal, Near Doon Helidrome, Dehradun, Uttarakhand - 248001
Mobile: 9412054648
Email: vbm.ddn@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction



- 10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

PRINCIPAL

Name of the Officer
Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER Designation

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.



Annexure 12



HOOGLY COCHIN SHIPYARD LIMITED

A wholly owned Subsidiary of Cochin Shipyard Limited,

A Government of India Enterprise under Ministry of Ports, Shipping and Waterways

Site Visit Slip

I,, authorized representative of

..... address:

..... Visited the site on and understand the work completely related to **“Electrical, Fire Fighting & CCTV work for Warehouse at Hooghly CSL, Howrah”**.

Stamp and Signature of the bidder,

Signature of HCSL Official

**Annexure-13****CHECK LIST**

Bidder should compulsorily fill this check list and ensure that all details / documents as mentioned in the Tender Document is submitted along with their bid. Please Put Yes or No (Y/N) in the box and ensure compliance and specify the page no. of bid submitted.

Sl. No.	Item	Check Box (Yes/No)	Page No of Bid Document
1	Submitted cost of EMD (Rs. 41,000/-) in DD/Cheque/NEFT mode		
2	Submitted Duly filled power of attorney in favour of signatory of bid documents		
3	Submitted techno-commercial tender & Financial tender in separate closed envelopes		
4	Attestation by authorized representative of bidder in all pages of tender document		
5	Submitted un-priced Bill of Quantities in techno-commercial bid		
6	Submitted Undertaking regarding acceptance of terms & conditions mentioned in the tender documents		
7	Submitted Undertaking regarding not blacklisted/put on holiday/terminated by any Govt. dept.		
8	Submitted Details of Annual Turnover Statement along with Audited Balance Sheet and Profit & Loss account for last 03 financial years		
9	Submitted details of present commitments, works under execution with percentage of completion		
10	Submitted site visit slip as per Annex-12		
11	Submitted letter of bid		
12	Submitted details of similar works executed		
13	Submitted PAN, GST, EPF, ESIC details		
14	Submitted Unpriced Bid		
15	Submitted undertaking regarding conducted Detailed site visit and evaluation and accordingly all required information and data have been collected.		
16	Submitted Priced Bid		

Signature & Seal of the Bidders(s)



Annexure-14

PRICE BID

Sl. No.	Description	Unit	Qty	Rate	Amount
	WIRING				
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc as required.				
1.1	Group A	Point	40		
1.2	Group B	Point	10		
1.3	Group C	Point	10		
2	Wiring for light/ power plug with 4X4 sq. mm FR PVC insulated copper conductor single core cable in surface/ recessed steel conduit alongwith 2 Nos 4 sq. mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Metre	100		
3	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required				
3.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Metre	300		
3.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Metre	300		
3.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	Metre	300		
3.4	2 X 6 sq. mm + 1 X 6 sq. mm earth wire	Metre	500		
3.5	2 X 16 sq. mm + 1 X 16 sq. mm earth wire	Metre	400		
4	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
4.1	5/6 amps switch	Each	40		
4.2	2 way 5/6 amps switch	Each	10		
4.3	15/16 amp switch	Each	10		
5	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc as required.				
	1 or 2 Module (75mmX75mm)	Each	60		
6	Supplying and fixing following Modular base & cover plate on existing modular metal boxes etc. as required.				
	1 or 2 Module	Each	60		
7	MCCB, MCB & DB'S				
	Providing and fixing following capacity TP&N disconnector fuse switch unit inside the existing panel board with ISI marked HRC fuses including drilling holes in cubicle panel, making connections, etc. as required.				
	63 Amp TP&N	Each	2		
8	Providing and fixing following rating and breaking capacity MCCB in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.				
	200 Amp, 16 KA	Each	1		
9	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
9.1	Single pole	Each			
9.2	Single pole and neutral	Each			





10	Supplying and fixing following rating, double pole, (single phase and neutral), 240 volts, residual current circuit breaker (RCCB), having a sensitivity current upto 300 milliamperes in the existing MCB DB complete with connections, testing and commissioning etc. as required.			
	63 amps	Each	2	
11	Supplying, installing, testing and commissioning of following capacity TPN tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on existing rising mains complete with TPN disconnecter FSU and HRC fuses, connections, earthing etc. as required.			
	100 amps TPN	Each	6	
12	Supplying, installing, testing and commissioning of following capacity TPN distribution tap off box made of 1.6mm thick sheet steel enclosure duly painted with powder coating on existing rising mains complete with HRC fuses, interconnections, earthing etc. as required.			
	16 amps TPN, 8 way	Each	2	
13	Supplying and laying 25 mm X 5 mm G.I strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)			
		Metre	100	
14	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.			
	Above 35 sq. mm and upto 95 sq. mm (clamped with 25x3mm MS flat clamp)	Metre	100	
15	15 Nos CCTV (4 MP) , 1 Nos 16 Channel DVR , 300 Meter CAD 6 Cable , Connector , 2 Nos 8 TB Storage.	LS	1	
16	Supply, installation, commissioning of 200 Watt LED light Make : Crompton, Havells, Philips, Wipro	Nos	20	
17	Supply, installation, commissioning of 24 Watt LED tubelight Make : Crompton, Havells, Philips, Wipro	Nos	50	
18	Fire Extinguisher - ABC Type	Nos	10	
19	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 Meter long etc. with charcoal/ coke and salt as required.	Set	03	
			Total (excl GST)	
			Add GST @ 18%	
			Grand Total (incl GST)	