

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



Tender No: HCSL/PUR/TEN/2025/006

Dated: 27.01.2025

TENDER NOTICE

Competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Work, General Terms and Conditions and Special Terms attached

| Tender No. & date | HCSL/PUR/TEN/2025/006 Dated: 27.01.2025 |
|---|---|
| Scope of work | Procurement of Cable Trays for 40T BP ASD Tugs at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Detailed specification is enclosed separately). |
| Type of Tender | Two Bid (Email Tender) |
| Earnest Money Deposit | Rs. 28,000/- (Rupees Twenty-Eight Thousand only) |
| Last date & time of receipt of tender | 06.02.2025 at 15:00 Hrs. |
| Date & time of opening of technical bid | 06.02.2025 at 15:30 Hrs. |
| Tenure of contract | 45 days from the date of PO/LOI. |
| Officer - in - Charge | Name:Saikat Kumar BiswasDesignation:Deputy Manager (Materials)Email:saikat.biswas@hooghlycsl.comPhone No:8250792208 |
| | Name:Sreerag .GDesignationManager (Materials)Emailsreerag.g@hooghlycsl.comPhone No9482608957 |

Tender to be submitted by Email only. Tender reference should be clearly indicated on the subject of the Mail.

Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected) indicating** the tender number, due date of the tender in the Mail and addressed to The Assistant General Manager (Planning & Procurement), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)



Registered Office: Administrative Building, HCSL Premises, Satyen Bose Road, P.O. Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 711 109.

🕏 +91 (33)-2688 8282 📼 contact@hooghlycsl.com @ www.hooghlycsl.com



CIN: U35900WB2017G0I223197, GSTIN: 19AAECH3640L1ZD





Shipyard: Nazirgunge Unit, Satyen Bose Road, P.O. Danesh SK Lane, P.S. Sankrail, Howrah, West Bengal - 711109 +91 (33)-2955 8283 **Tender administration:** Tender procedure/administration/evaluation including correspondences and awarding of contract will be done by M/s. Hooghly Cochin Shipyard Limited, Howrah, West Bengal.

Officer - in - Charge for the above work:

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

Name:Sreerag .GDesignationManager (Materials)Emailsreerag.g@hooghlycsl.comPhone No+91 9482608957

For any technical queries:

For technical query(Please contact the below person)

Name::Vijay SinghDesignation:: Manager (Sub Contract & Commercial)Email:vijay.singh@hooghlycsl.comPhone No::+91 8687069271

For Hooghly Cochin Shipyard Limited

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For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)

PRE-QUALIFICATION CRITERIA

Minimum qualification criteria for participating in the tender will be as follows:

i. Successful experience as material supplier in the successful completion of similar material supply of nature and complexity comparable to the proposed material within the last 5 years, ending last day of month previous to one in which applications are invited.(Copy of PO along with the delivery challan/Invoice is required to be submitted).

Similar Supply means:

Supply of Cable Trays for State/Central Govt., Shipyards or MNCs within the last 5 years, ending last day of month previous to one in which applications are invited

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

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Annexure -1

SCOPE OF WORK AND TECHNICAL SPECIFICATION (Attached separately)

i) Purchase Technical Specifications for Cable Trays (Total No. of Pages: 04)

ii) Annexure-1 to PTS (Total No. of Pages: 06)

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PRICE BID FORMAT

Tender Enquiry No: HCSL/PUR/TEN/2025/006 Dated: 27.01.2025

| Sl. No. | Description | Size (in mm) | Туре | Qty per vessel | Total Qty for 04 nos. of vessel | UOM | Unit Rate (Rs.) | Total Amount without GST (Rs.) |
|------------|---|------------------------|----------------|----------------------|--|-----------------|-----------------------|--------------------------------------|
| | | | | | (A) | | (B) | [C=AxB] |
| 1. | | 1591(L) x 400(W) | ZSC-40 | 90 | 360 | Nos. | - | |
| 2. | Z TYPE CABLE LADDER GALVANISED | 1591(L) x 200(W) | ZSC-20 | 50 | 200 | Nos. | | |
| 3. | | 1591(L) x 100(W) | ZSC-10 | 15 | 60 | Nos. | | |
| 4. | Total amo | unt without GST (Sl. I | No. 1 to 3) fo | or 04 Ships | sets | | 244 | ing sign of opportunity |
| 5. | | HSN Cod | le | | | | | |
| 6. | in an | Total GST A | mount | ज त्यान्य स | anties upplie | abic an a | nat <i>decra</i> , e | les finais as as |
| 7. | Total Amount including GST for 04 Shipsets | | | | | the contraction | | बन्द्र १० वद्यात्रालः वृत्तः वृत्त्व |
| 8. | Total Amount includ Nos. of Shipsets- In | | asia, inclusia | enerse f | ur afterant | n no lucint | en på trafferstan els | Na o pe transported |

Note:

- 1. Rate should be quoted in INR only.
- 2. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
- 3. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
- 4. Bidder should quote in consideration with all the clauses of Annexure-1 (Purchase technical specification for Cable Trays).
- 5. Supply shall be made on FOR HCSL storers basis, freight charge, if any, also should be included in Unit Rate and not to be mentioned as a separate line item.
- 6. L1 bidder will be evaluated based on the total cost of all the items excluding GST.
- 7. Un-priced price bid format (which is an exact replica of the Price bid except that Price is blanked) as perAnnexure-2 to be submitted along with techno-commercial bid with details like percentage of taxes & duties applicable and stating "Quoted" or "Not Quoted" or "Not Applicable" to be mentioned for each line item.

Seal & Sign. of the Bidder

Annexure-3

? Shipyard

General Terms & Conditions

| SI. No. | Description | Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks. |
|------------|---|---|
| 1. | Bidders are required to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers. | |
| 2. | Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted only through email. Incomplete/ambiguous/conditional offers are likely to be rejected. | |
| 3. | Technical checklist, if applicable and general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause5), should be submitted alongwith part-1 techno-commercial bid in the case of two- bid tenders. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient. | |
| 4. | Bidders can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted. | |
| 5. | Spare/Tool requirements to be confirmed, if applicable i) Installation and commissioning spares, Manufacturer's standard recommended consumable spares, special jigs and tools for maintenance of the machinery/equipment and Classification society required Spares are to be included in Scope and costs. ii) The same shall be included in offered costs and shall be a part of L1 evaluation. List of Spares to be submitted along with the offer. [Refer: Purchase Technical Specification at Annexure-1] | |
| 6. | Please note that the Class test and approval charges, if any are to be included in the equipment pricing. | |
| 7. | <u>SPECIFICATIONS: -</u> a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. Spare/Tool required as per PTS to be included in scope along with cost . | कोचीन शिपक्ष |
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| | b) Materials offer | ed shall be new and unused and conform to HCSL specifications | | | | | |
|--|---|--|--|--|--|--|--|
| ⁵ . | | be supplied free of cost in the event of requirement by HCSL. king drawing, if called for, is also to be furnished for approval | | | | | |
| a san sa | before commence | ment of manufacture. Technical Specification at Annexure-1] | | | | | |
| 8. | | should be eco friendly. | | | | | |
| 9. | Supplier should follow the statutory requirements of product offered.[Refer: Purchase Technical Specification at Annexure-1] | | | | | | |
| 10. | Products supplied | d shall be non toxic and harmless to health. In case of toxic als Safety Data Sheet may be furnished along with the material. | | | | | |
| 11. | | \underline{NG} : -Scope and cost of offer also to include availability of e engineer as required by HCSL for commissioning / test and for | nese en el marticio e adrigio de | | | | |
| | b) Cost considere costs. | ed to include travel tickets, lodging, boarding and local transport | | | | | |
| 12. | | d) Applicable taxes in India shall be borne by the Supplier (As per Income tax act, 1961 for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors). | | | | | |
| | | e) Income tax liability of non resident service engineer based on his period of stay in India shall not be borne by HCSL | | | | | |
| | For Foreign vendor | f). The non resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable HCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by HCSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/non existence of | | | | | |
| | | the above is only an indicative list) | | | | | |
| 13. | Taxes and dutie commercial part a | es, if any, payable extra are to be indicated in the techno and price part. | | | | | |
| 14. | For indigenous vendor | MSEs,StartupsandMakeinIndiaa) Local Suppliers (Make In India), MSME firms and Startupswill be eligible for various Relaxations in pre-qualification | | | | | |
| | onia ul Bell | criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at HCSL website | | | | | |
| | i de la fetsle Referense | (www.hooghlycsl.com/www.cochinshipyard.in) under the Tenders tab for further reference. | त्राच्यान कात्योन शिपग्र | | | | |
| | | | Il all | | | | |

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| 15. | Delivery: Within | n 45 days from the date of PO/LOI | |
|-----|---|---|-------------------------|
| 16. | HCSL, may incre own discretion. | ease or decrease the quantity or may change in scope of work atits | 0K (55 |
| 17. | PAYMENT TE | RMS (applicable per shipset): | |
| | | term is 100% on receipt and acceptance of materials at HCSL | |
| | Payment shall be HCSL Officer-in | e made within 45 days after submission of certified invoice by Charge. | |
| | /LC/CAD/TT-as Variations from | de shall be Electronic Clearing System (ECS)/cheque /NEFT/ mutually agreed in line with above standard payment terms. standard terms, if any, shall be appropriately loaded for tender oses for arriving the lowest bid. | 1 (6) 1 (6) 1 (6) |
| | For Foreign vendor | Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated. | 140 |
| | d) Supplied mate | rial to be verified defect free, and to be accepted. | outral |
| | e) Part payment supplies. | shall be considered only if specifically agreed against partial | goot Sunoy |
| | Earnest Money | Deposit (EMD): | ospanije Ukožili ir |
| | HCSL standard for at Kolkata and sl opening of Tech | to be submitted through Demand Draft / Bank Guarantee as per formatdrawn in favour of 'Hooghly Cochin Shipyard Ltd." payable hall be valid for a period of 6 (Six) months from the due date of no-commercial Bids from any Nationalized/ Scheduled Bank or gh e-gateway of – | |
| 18. | briana 3 Prince 1 North 1 | STATE BANK OF INDIA COCHIN SHIPYARD BRANCH ACCOUNT NO: 37354232301 IFSC CODE: SBIN0003229. | |
| | | nall be submitted along with Part I Techno-Commercial Bid and livered to Tender inviting authority. | |
| | | without EMD will not be considered at all for further evaluation. valid HCSL registration for similar works with a financial limit | ala jai |

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(c) No pending bill adjustments towards EMD amount are permitted.

(d) The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG. Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption.

Forfeiture of EMD:

The EMD shall be forfeited by bidder in the following events.

(a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder.

(b) If Bid is varied or modified in a manner not acceptable to HCSL during the validity period or any extension of the validity duly agreed by the Bidder.

(c) If it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / contract conditions.

19. Security Deposit/ Warrantee Bank Guarantee:

a.iThe successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favor of "Hooghly Cochin Shipyard Ltd" towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.

a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.

a.iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days.

Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Hooghly Cochin Shipyard Limited, Howrah.

The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20lakhs and above.

b) If the bidder is not agreeable to submission of SD/ warantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and

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| | duties) will be added to the quoted price for tender comparison/ evaluation purpos on case to case basis for arriving the lowest bid. | |
|-----------------|--|--------------------------------|
| | c) SD to be submitted within 2 weeks of receipt of order from yard. | |
| | d) Format of bank guarantee along with enquiry to be agreed. | ni kana a |
| | ForForeignf) Mode of receipt of bank guarantee is strictly through SWIFvendormode from supplier bank to HCSL designated bank (for overseabidders) | |
| 20. | <u>Risk Purchase:</u> If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights. a. To cancel the order partially or full with 15 days' notice and to forfeit the security deposit, if any. | e |
| | b. To impose tender holiday for the vendor for an appropriate period as decided b HCSL. | y |
| and some second | c.To initiate alternate procurement action at the risk and cost of the supplier. Thi Risk Purchase clause is applicable only in the case of total order/ contract valu (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreig currency). Cases of value less than 20 lakhs will be addressed by servin appropriate caution/ warning notice to the firm. | n l |
| 21. | Liquidated Damage: In case of delay in supply of ordered materials beyond the stipulated deliver period, which is not attributable to HCSL, supplier is to pay Liquidated Damage (and not by way of penalty) a sum equivalent to ½% (half percent) per week of part of the week of the total basic price of the undelivered items, subject to maximum of 10% of the total basic price of the undelivered materials/suppl (Total basic price is the order value excluding freight, taxes, other charges etc.). However, LD applicability is without prejudice to HCSL right to terminat contract for delayed delivery or other actions as per clause above. | es or a y |
| | | Post Contraction of the second |
| 22. | For GST will be applicable upon LD and the same also will b deducted along with LD. vendors Guarantee | |

| | b) Further to equipment guarantee, replaced/repaired items shall be guaranteed for 12 months from date of repair/replacement. | |
|-----|---|-----------------------|
| 23. | <u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate dispute resolution mechanism can also be considered. | itis sea hatel cis |
| 24. | Arbitration: (a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. (b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings. (c) Seat & Venue of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law. (e) In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata, West Bengal. | |
| 25. | Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation. | |
| 26. | For Foreign vendor Foreign Agent to deal with Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency | 10 |

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| nopulin-e Sin inc | b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished. | |
|--|--|-----------------------|
| akoningaritika Qar quiokira Li qili taraati Li qiloot Kar | c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. | |
| | d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both | de sono |
| | cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. | |
| specially asked for | ither technical or commercial, should be submitted to points r only. The opportunity so given should not be used for g/amending the data/conditions already submitted with the | |
| 27. PRICING: Bidder stores. | rs should quote prices for delivery of materials FOR HCSL | nterio Imi od |
| For indigenous vendors | b. Bidders should quote prices for delivery of materials FOR HCSL stores. | enotos ault 1 |
| | Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, | |
| i dentre i serie de la composición de la composi | Howrah, West Bengal, PIN -711109. | |
| in one une recommendent fendeter finn altere | c.Indigenous Firms shall quote in INR only. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders. | |
| . date 0.m | d. Bidders may also quote on High Sea Sales basis, and necessary clearance of items will be done by HCSL after execution of HSS agreement. | n off off becau |
| e. Validity: Prices from the date of ten | should be valid for acceptance for a period of four months der opening. | at id) |
| quote. | es, if any required, shall also be separately included in the | |
| g. No enhancement | of rate for whatsoever cause will be allowed once the offer is ler is placed. Withdrawal of the quotation after it is accepted or | ilgacie - |

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| 1.5. yr 200 a | h. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered. | |
|---------------|---|-------------------------------|
| | i. Unpriced bid (price bid without price) duly signed is to be submitted alongwith techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the | |
| | offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. | |
| | j. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall | ni)) ia isiopre |
| | be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated. | |
| | k. After submission of quotation/price offer no unsolicited correspondence will be entertained. | 79 |
| - | 1. Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion. | #104634 |
| 28. | L1 computation shall be based on total landed cost of all items on FOR HCSL store basis, including all as per scope of the tender (excluding GST/IGST). | |
| 29. | Integrity Pact: (a) As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit) | |
| | (b) For offers less than the threshold value of Rs.100 Lakhs, Code of Integrity in Public Procurement (CIPP) and Code of Conduct for suppliers is to be signed and submitted along with the offer | navrija. Bilogrifi Gani |
| 30. | SUB CONTRACTING AND ASSIGNMENT: Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order. | शिपशाउँ द्वीम |
| | Page 15 of 38 | vrah-09 5 |

| 31. | General: a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender. b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable. | do do nome ilogos i ilogos i ilogos i i ilogos i i i i i i i i i i i i i i i i i i i |
|-----|---|--|
| | c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation.Suppliers shall not depute their representative to HCSL. | |
| 32. | <u>Purchase Order</u> :- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender. | 807.00 35.081 |
| | b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 daysfrom receipt of Purchase Order. In case order acknowledgement is not received within 15days, it will be deemed as accepted. | an da la contra de |
| 33. | <u>SUPPLY</u> : - a)HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. | nana bouzei bouzei lano di arretti off lif (si) |
| | The customs clearance charges of above (If any) shall be to supplier account. b) In case HCSL deputes its personnel / Third Party Inspectors to inspect items in the supplier premises prior dispatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report. | |
| | c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account. | |



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| | (v) For fraud and corruption or other unacceptable practices.(b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing. | ग्रान शिपमाङ रहेक |
| | Ceasing to do business for any reason. (iv) In cases where maximum limit of LD is reached and still the items are not delivered. | |
| | • Having a reasonable petition filed seeking its "dissolution or liquidation, not stayed or dismissed within sixty (60) days; or | |
| | Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or | BE POLIA |
| | as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party; (iii) By the other party, upon either parties; | 120091 13 * 445 - 44 13 * 11 6 21 |
| | (i) By agreement in writing of the parties hereto; (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time | s ed ed s ed ed s e setters |
| 36. | Termination Clause: (a) This purchase order may be terminated upon the occurrence of any of the following events | ide off |
| 35. | HCSL reserves the right to commercially reject the offer if compliance is not issued to General Terms and Condition without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable. | |
| | The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations. | nui l' |
| 34. | HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time. | |
| | (e) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault ofsupplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods. | |
| | supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation. | |
| | d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by | |



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| | (c) HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days notice period. HCSL shall be entitled to compensation for the loss limited to the order value. (d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered/work done as per the payment milestones | |
|-----|--|---------------------|
| 37. | <u>Limitations of Liability:</u> Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production | |
| 38. | Indemnity clause: Supplier will indemnify HCSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by HCSL's unlawful acts or omissions. | |
| 39. | <u>Malicious Code:</u> The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects & ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects & ICT goods and services provided as part of contract. | ubris- |
| 40. | Packaging: (a) Material to be wrapped with protective covers like VCI/ Environmental friendly Polythene (as per Govt. of India guidelines)/ Tarpauline. (b) To the extent possible, material needs to be packed in standard pallet/ box size of 1 X 1 meter. (c) If multiple components needed to be accommodated in the boxes, separator to be provided inside. (d) Packaging should withstand at least 2 Years life without degradation (e) Material should be with proper preservation for the prevention of rust, Transit damage etc. (f) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. (g) Proper Identification details should be provided on each box. The below details are required as minimum: Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers & Serial number list (for applicable parts), Batch details, Shelf life. (h) Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count. | A SPECIFI FITTERS |
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| - | HCSL. | | |
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| | (j) Transpor PUC certific | ter's Vehicles are to have all statutory documentation including valid cate. | |
| 11. | For | Goods & Service Tax: | |
| | indigenous vendors | (a) Please note the HCSL GST registered number as 19AAECH3640L1ZD. GST registration is prerequisite for entering | |
| | | into the business with HCSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service | |
| | 1.00 | providers are liable for rejection. (b) Indicate the applicable rate of GST for services in line with GOI | |
| | bas | published rate scheduled for services along with SAC. | |
| | pail | (c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be | |
| | | made good through Debit note / Credit note. | |
| | | (d) Bidders are advised to check applicable GST on their own before | |
| | | quoting. Buyer will not take any responsibility in this regards. GST | |
| | 1641 | reimbursement will be as per actuals or as per applicable rates | |
| 10 | | (whichever is lower), subject to the maximum of quoted GST %. | |
| 12. | For | Input Tax Credit: (a) Bidders shall ensure timely delivery of services and submit the tax | |
| | indigenous | invoices to HCSL as per the GST law. In case, GST input tax credit | |
| | vendors | is delayed / denied to HCSL due to non / delayed receipt of services | Mark 1 |
| | 3108 | and / or tax invoice or expiry of timeline prescribed in GST law for | |
| | | availing such ITC, or owing to the bidder not paying the taxes to the | |
| | . kind | Government within prescribed time as per the law or any other | |
| | | reasons not attributable to HCSL and solely attributable to the bidder, | |
| | i list | the GST amount charged to HCSL, shall be recoverable from the | |
| | L PR D | bidder along with interest levied / liveable and any other penalties on | |
| | | HCSL and the vendor shall indemnify against all costs to HCSL, and | |
| | | consequences therefrom. | |
| | Ista | (b) In case bidder delays declaring particulars in respect of any | |
| | | invoice in the GST return required to be filed by such bidder, and | |
| | Biz | GST credit availed by HCSL is denied or reversed subsequently as | |
| | | per GST law, GST amount paid by HCSL towards such ITC reversal | |
| | 0.0 11 | as per GST law shall be recoverable from vendor / bidder along with | |
| | | interest levied / leviable on HCSL and any other penalties on HCSL | |
| | | and the bidder shall hold HCSL indemnified against all cost and | |
| | | consequences there form. | |
| | | (c) Biddders shall submit the invoices as per the provisions of GST | |
| | - tim | law. The bidders invoice shall contain the HSN code / SAC and | |
| | 100 | THE REAL PROPERTY AND A REAL PROPERTY A | |
| | i ar'u | GSTIN number of the bidder and HCSL as well along with other | Ch & has |
| | | particulars. The GST charged (IGST / CGST + SGST / UTGST) shall | T |

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| to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder or service provider, the bidder or service provider would reimburse the loss to HCSL or HCSL may recover the same, but not limited to, the tax loss, interest and penalty. The Bidders should submit the copy of Latest GST Return filed | ManaganA | (d) In case any credit, refund or other benefit is denied or delayed to HCSL due to any non-compliance of GST legislation such as failure | |
|--|--------------------------|--|--|
| or service provider would reimburse the loss to HCSL or HCSL may recover the same, but not limited to, the tax loss, interest and penalty. The Bidders should submit the copy of Latest GST Return filed | altai di | to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete | |
| | ar cigildis in store | or service provider would reimburse the loss to HCSL or HCSL may | |
| statement/ form in GSTR-3B | n vil sab sul Zu unit | The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B | |

Specify Yes / No



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Restriction on Procurement from Countries Sharing Land Border with India

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

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

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

(d) Definitions

(i) "Bidder" for the purpose of the Order (including the term "tenderer", "consultant", "vendor" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

• An entity incorporated, established or registered in such a country; or

• A subsidiary of an entity incorporated, established or registered in such a country; or

• An entity substantially controlled through entities incorporated, established or registered in such a country; or

• An entity whose beneficial owner is situated in such a country; or

• An Indian (or other) agent of such an entity; or

• A natural person who is a citizen of such a country; or

• A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

• In case of a company or Limited Liability Partnership, the beneficial owner is the

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natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:-

• In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

• In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

• Where no natural person is identified under para (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

• In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

Sign and stamp



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Purchase Preference for Make In India (MII)

Purchase Preference for Make In India (MII)

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

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

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

(c) Purchase Preference

- A In the procurements of goods or works which are divisible in nature, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as well as "Non-local supplier", as per following procedure:-
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class-I local supplier", the contract for full quantity will be awarded to L1.
 - (ii) (ii) If L1 bid is not a "Class-I local supplier", 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the "Class-I local supplier" will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such "Class-I local supplier" subject to matching the L1 price. In case such lowest eligible "Class-I local supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class-I local supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder
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 - B In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as well as "Non-local supplier", as per following procedure:-
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class-I local supplier", the contract will be awarded to L1.
 - (ii) If L1 is not "Class-I local supplier", the lowest bidder among the "Class-I local supplier", will be invited to match the L1 price subject to Class-I local supplier"s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such "Class-I local supplier" subject to matching the L1 price.
 - (iii) In case such lowest eligible "Class-I local supplier" fails to match the L1 price, the "Class-I local supplier" with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the "Class-I local supplier" within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - (iv) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

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

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

- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only "Class I Local suppliers".
- (ii) In other cases, "Class II local suppliers" and "Non local suppliers" may also participate in the bidding process along with "Class I Local suppliers" as per provisions of the Order.
- (iii) If "Class I Local suppliers" qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case "Class I Local suppliers" do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the "Class I local supplier" over "Class II local suppliers"/ "Non local suppliers" provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the "Class I Local suppliers" taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting "Class-I local supplier", whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting "Class-I local supplier", does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher "Class-I local supplier", falling within 20 (twenty) percent margin of purchase preference, and so on.
- (e) Minimum local content: The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50 (fifty) percent. For "Class-II local supplier", the "local content" requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as "Class-I local supplier"/ "Class-II local supplier". For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for "Class-I local supplier"/ "Class-II local supplier" respectively.
- (f) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

(g) Verification of local content:

- (i) The "Class-I local supplier"/ "Class-II local supplier" at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for "Class-I local supplier"/ "Class-II local supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (ii) In cases of procurement for a value in excess of Rs. 10 crores, the "Class-I local supplier" / "Class-II local supplier" shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (iii) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (iv) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

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Annexure-6

Make in India Certificate

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

| Schedule | Item description | Local content in % | Class of local supply Local content(> 50%)- Class 1 Local content(20-50 %)-Class 2 Local content(<20%) – Non local | Location of local value addition (Location shall be the specified as address or name of city or district) |
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| lia Oiden Han haged vely. e nimeration o nimeration | ett och anten och ander Sellgeos social (c. 1997) Sellgeos social (c. 1997) Selle concernent of social so | | Contraction (Contraction) Contraction (Contract | al spectrom (1) and inter- all 96, black and 1997 of 1997 of alberting and 1997 of 1997 of alberting and 1997 of 1997 of 1997 alberting alberting |

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

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Sign and stamp



Annexure-7

SPECIAL INSTRUCTION TO BIDDER

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as **PART-I''TECHNO-COMMERCIAL'' & PART-II ''PRICE'' (Password Protected)** indicating the tender number, due date of the tender in the subject of the Mail and addressed to The Assistant General Manager (Planning & Procurement), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:

- i. Technical Specification (Annexure-1)
- ii. Unquoted Price bid (Annexure-2)
- iii. General Terms and Conditions (Annexure-3)
- iv. Restriction On Procurement From Countries Sharing Land Border With India (Annexure-4)
- v. Purchase Preference For Make In India (MII) (Annexure-5)
- vi. Make In India Certificate (Annexure-6)
- vii. Special Instruction To Bidder (Annexure-7)
- viii. Techno-Commercial Check List (Annexure-8)
 - ix. Vendor Details (Annexure-9)
- x. NEFT Mandate Form (Annexure-10)
- xi. List Of Deviations (Annexure-11)
- xii. Bank Guarantee Format Towards EMD (Annexure-12)
- xiii. Bank Guarantee Format Towards SD (Annexure-13)
- xiv. Self-Declaration By Bidder (Annexure-14)
- xv. Declaration of Pending Legal Cases (Annexure-15)

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- a. Price against item as per Annexure-2.
- b. Taxes & duties as applicable shall be indicated.

Note:

- i. <u>Modification or alteration of the price bid format attached is strictly prohibited.</u> Otherwise Bid will be liable for rejection.
- ii. <u>In case Price bid is placed inadvertently in the Techno-Commercial Part or in case Price</u> bid is not password protected, Bid will be straightway rejected.
- 4. While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable be treated as spam, not always necessary-

info, support, admin, sales, customer support, helpdesk, mail, mailadmin, billing, hello, careers. **Bidders are requested to submit the bid by e-mail (P<u>rice part password protected</u>) only to both the following email address clearly mention the tender reference in the subject line for easy identification.**

saikat.biswas@hooghlycsl.com sreerag.g@hooghlycsl.com

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5. <u>The Techno-commercial part alone will be opened initially on the due date and time of</u> tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course.

- 6. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.
- 7. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
- 8. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
- **9.** Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
- **10.** The bidder shall submit a signed & sealed copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

For Hooghly Cochin Shipyard Limited

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| | | | | Annexure-8 | | |
|-----|--|-------------|-----------------------|---|--|--|
| | TECHNO-COMMERCIAL CH | IECK LI | ST | | | |
| SL. | DESCRIPTION | COMP | LIANCE | REMARKS | | |
| NO. | DESCRIPTION | YES | NO | KEWIAKKS | | |
| 1. | Submission of Tender in two parts –Techno-commercial& Price (Password Protected) | an eilen be | 0.3676.00 | | | |
| 2. | Delivery date confirmation to yards delivery schedule | dindres (a | ar xri a | 4.anopple) — e | | |
| 3. | Validity of offer – 120 Days from the date of Techno- Commercial Bid opening. | | | olibe field I | | |
| 4. | Payment Terms - confirm your offered mode of payment. | | a manageries | | | |
| 5. | The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you. | | | | | |
| 7. | Have you quoted the rates for delivery at Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 (FOR HCSL Store basis) | | | al do orderaria arrenezionen arrenezionen arrenezionen arrenezionen | | |
| 8. | Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer? | ezaido | e Details | nsiOhesens) i – T (Anski | | |
| 9. | L.D. payable as per relevant Clause in the General terms of enquiry. | to scrievi | | 11:3204.8 | | |
| 10. | Disputes in connection with contract subject to jurisdiction of courts at Kolkata India. | | | destandad | | |
| 11. | PAN & GST (Self Attested). | on be Su | | | | |
| 12. | Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry. | ta lut a | hai asvi before is | t on stand batanimisi | | |
| 13. | Confirm all other terms and conditions of enquiry are acceptable. | i shichai | | ng theoribud | | |

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Annexure-9

| | VENDOR DETAILS (to be submitted a | long 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: | e particular en en en estado de la construcción de la construcción de la construcción de la construcción de la El Lor de la degrada de la construcción de la construcción de la construcción de la construcción de la construcc |
| 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) | N/A |
| 8 | EMD Details (DD No. Name of Bank) | N/A |
| 9 | PAN Card Number (Self-attested copy of PAN card has to be Submitted) | Damage in the encount of the control of the form |
| | GST Registration No. (Self-attested copy has to be Submitted) | WANA UST ISH AREA IN |
| 10 | Whether the agency has been blacklisted/de barred or given tender holiday or contract terminated before expiry of the contract period by any govt. autonomous bodies/organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc. | Yes/No (Please tick as applicable) If yes, please furnish details on a separate sheet |

• Certified that the above information is true to the best of our belief and information.

Place:

Date:

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Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

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NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form

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

- 1) Vendor Name
- 2) Vendor Address with Phone No
- 3) Vendor Code
- 4) Permanent Account No. (PAN)
- 5) Particulars of Bank Account
 - a. Name of the Bank

b. Name of the Branch

c. Branch Code

d. NEFT Code of the Bank

e. City Name

f. Branch Location

- g. Branch Telephone No.
- h. Bank IFSC Code
- i. 9-Digit MICR Code

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

| i. Type of the Account (S.B | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|
| Current or | | | | | | | |
| Cash Credit) with code | | | | | | | |
| (010/011/013) | | | | | | | |
| j. Account Number (as | | | | | | | |
| appearing on the cheque book) | | | | | | | |
| Email Address of Vendor | | | | | | | |
| Date of Effect of RTGS/NEFT | | | | | | | |
| in your Bank | | | | | | | |

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

(.....)

Signature of Employee

Bank Certificate

 We certify that
 has an Account

 No.
 with us and we confirm that the details given above are correct as per our records.

Date:

Place:

j.

(.....) Authorized official of Bank

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Annexure-11

Name & Designation

Name of tenderer: Date:

(Company Seal)

Seal & Signature

Page 32 of 38

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

HCSL thousand Eighteen between on the one part and other part is as follows: consideration of the HCSL having allowed In M/s...... (Hereinafter referred to as 'the

Supplier') to submit Tender No...... to them without Earnest Money according to the conditions of such Tender Notification.

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

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

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

Bank were the principal debtor.

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

Place:

Date:

(a)

Annexure-13

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ WARRANTY GUARANTEE

То

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HOOGHLY COCHIN SHIPYARD LTD

(Govt. of India Enterprise,)

Satyen Bose Road, Danesh SK Lane (PO),

Nazirgunge, Howrah,

West Bengal - 711109.

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

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

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

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **HCSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

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

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

3. Weareliabletopaytheguaranteedamountoranypartthereofunderthisbankguaranteeonlyand only if **HCSL** serve upon us a written claim or demand on or before......(validity date).

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

Yours truly,

Signature and seal of the

guarantor:....

Name of

| Bank: | |
|-------|------|
| | |
| | |
| • • • | |
| | |

Address:.....

¹¹An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

Annexure-14

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 - 15

(Sample Format)

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

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

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| APPROV | ED | RAKESH KR | SAGAR | | PURCHASE TECHNICAL SPECIFICATION FORSPECIFICATION OFCABLE TRAYS | | | | | | | | | |
| CHECKE | D | SIVAPRASAD | SP | | | | | | | | | | | |
| PREPARI | ED | SHANMUGH | | | | | | | | | | | | |
| DATE | | 30-11-2024 | | SCA | LE: - | NA | Doc. | No.: | PTS- | ELEC | C-PGI | D-40TAS | SD-82 | 4 |
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Table of Contents

 1
 GENERALSPECIFICATION

 2
 TECHNICAL SPECIFICATION FOR POWER GENERATION AND DISTRIBUTION PACKAGE:

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TECHNICAL SPECIFICATION FOR CABLE TRAYS

1. SCOPE OF SUPPLY

- 1.1 The details of the cable trays (dimensional details, materials to be used for fabrication, treatment details, finishing details etc) are indicated for the corresponding cable tray type in the fabrication drawing -Electrical Outfitting Practice & Standards(Annexure-1).
- 1.2 Supply of Marine quality **Cable ladders with Z-rungs** as per the quantity requirement table at Sl. No. 2.
- 1.3 The Cable tray materials shall be treated with anti-corrosive material Zinc hot dip galvanized to Marine standard (Mean coating as per ISO standard), which will not readily cause corrosion or rust.
- 1.4 The supply shall be made on the basis of number of pieces and sizes and not as per the weight.
- 1.5 All clarification required if any regarding dimensions, materials, etc for items should be made before submission of offer. Any deviation made from the material, process specification should be intimated and approval to be obtained.

2. QUANTITY REQUIREMENT TABLE

Quantity indicated below is for 01 vessel. Total requirement is for 04 vessels.

| SI. No | CABLE TRAY (mm) | Description | Туре | Qty nos/Vessel |
|--------|--------------------|---|--------|-------------------|
| 1 | 400 | Z TYPE CABLE LADDER 1591(L) X 400(W) GAL. | ZSC-40 | 90 |
| 2 | 200 | Z TYPE CABLE LADDER 1591(L) X 200(W) GAL. | ZSC-20 | 50 |
| 3 | 100 | Z TYPE CABLE LADDER 1591(L) X 100(W) GAL. | ZSC-10 | 15 |

3. INSPECTION:

3.1 Fabrication at Manufacturer's shop shall be carried out in accordance with manufacturer's standard and requirements mentioned in the drawing placed at Annexure I. Type mentioned in the list at Sl. No.2 must be fabricated and sample pieces must be offered for approval of yard before the fabrication of lot. If required, Shipyard representatives, Ship owner's representatives and or other agencies of shipyard may do inspection of the same, at fabrication stage.

4. CONDITIONS OF OFFER

- 4.1 The offer shall clearly specify the exact thickness, grade and quantity (in number) being offered, against each line item specified in the quantity requirement table.
- 4.2 Size of all the pieces supplied must be only as per quoted plate size and any deviation in the supplied dimensions of any piece during delivery shall **NOT** be accepted.
- 4.3 Negative variation in the quantity being supplied shall **NOT** be accepted.
- 4.4 The offer should strictly conform to the details indicated in this specification. Any clarification required regarding technical specification should be sought before submission of the offer.

5. GUARANTEE

Manufacturer shall guarantee all the items for any defect in design, material and workmanship for a period as mentioned in the commercial terms of the inquiry.

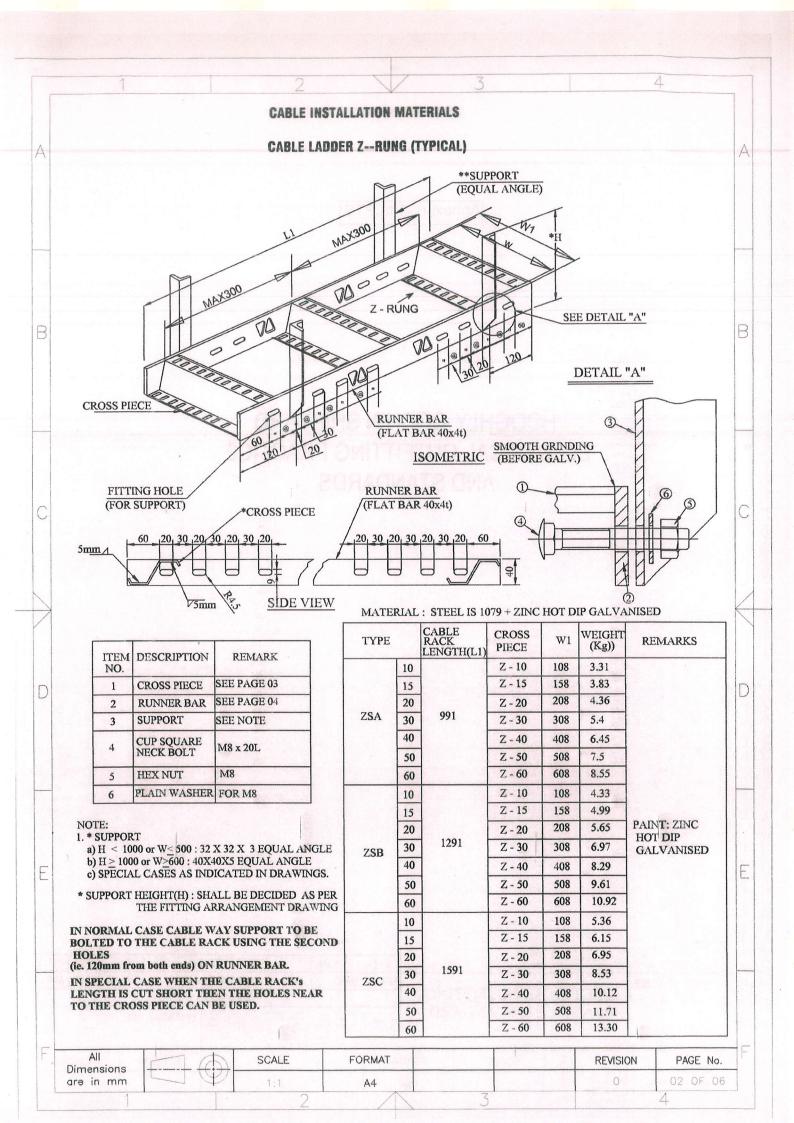
6. DELIVERY DATE

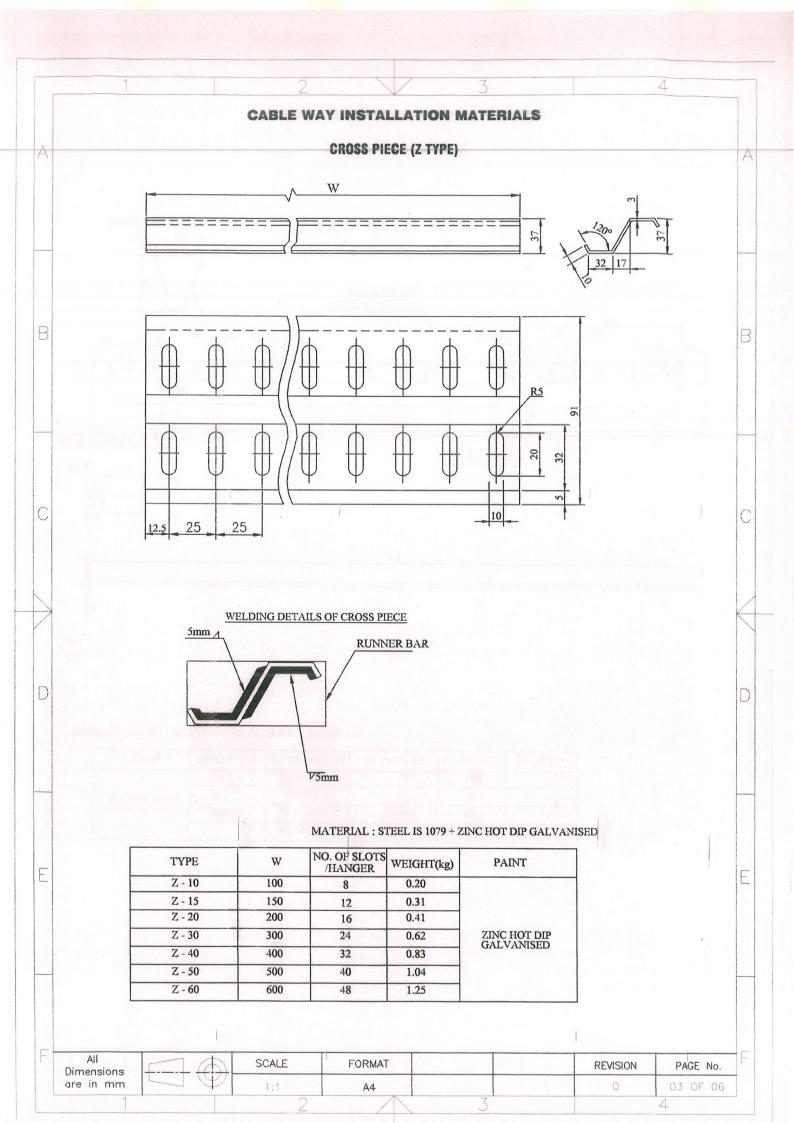
As per commercial terms

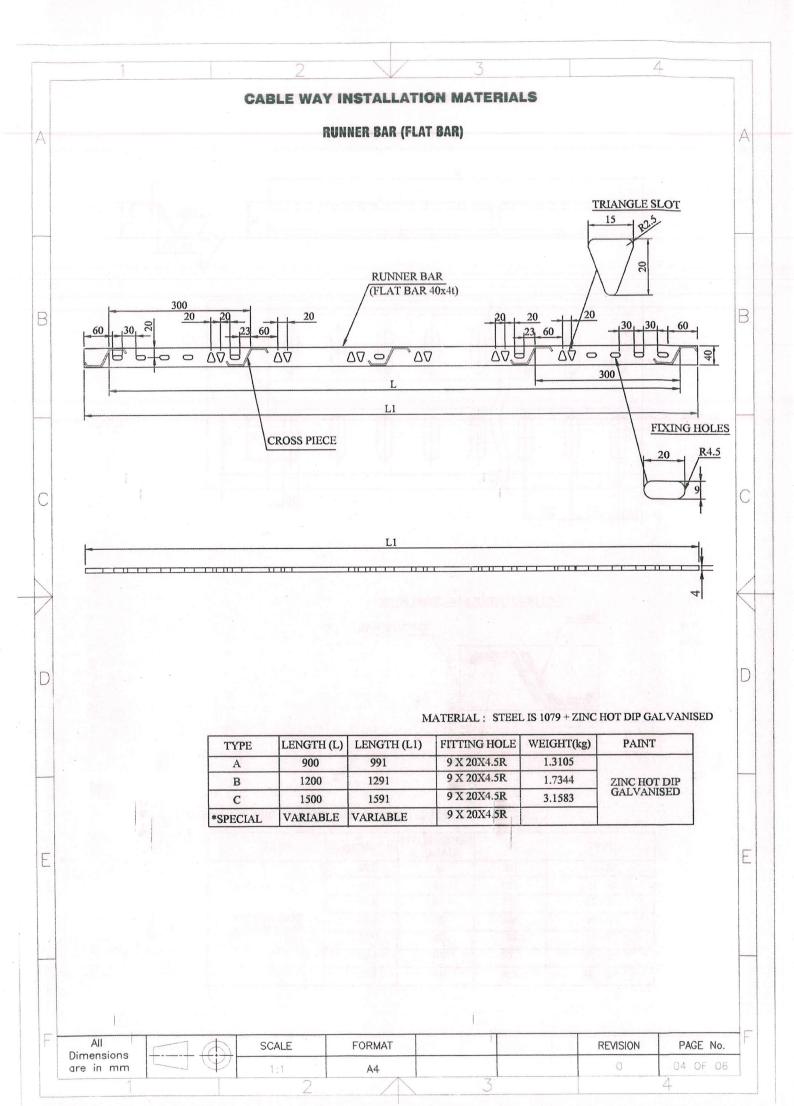
7. COMPLIANCE

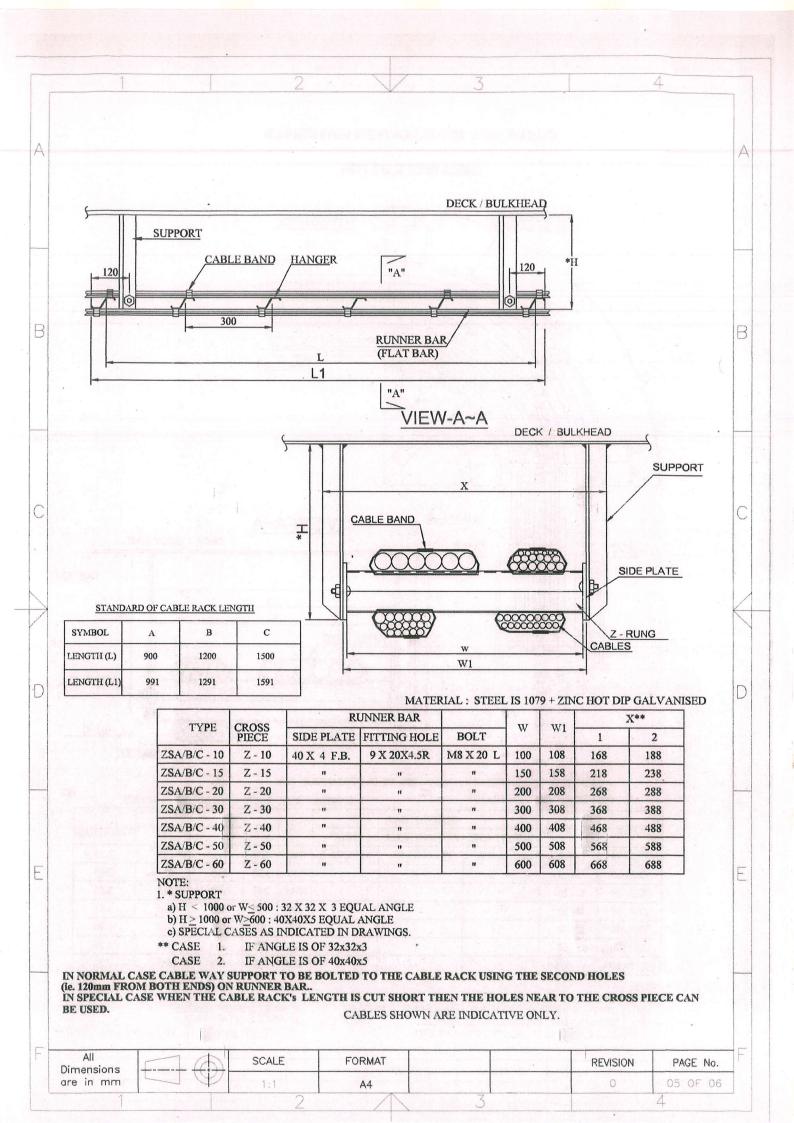
If the items offered are not conforming to the details given in the specification, the deviation shall be described in detail against the particular clause has to be reverted.

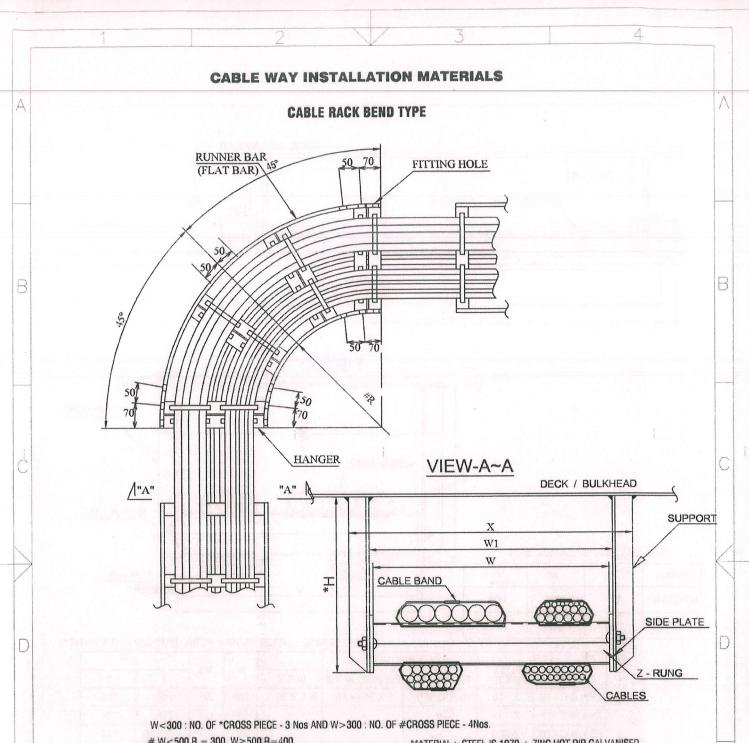
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| | | | RUNNER BAR | *** | | | X** | | |
|---------|--------|--------------|--------------|-----------|-----|-----|-----|-----|-----------|
| TYPE | HANGER | SIDE PLATE | FITTING HOLE | BOLT | W | W1 | 1 | 2 | WEIGHT(kg |
| ZSR- 10 | L - 10 | 40 X 4t F.B. | 9 X 20X4.5R | M8 X 20 L | 100 | 108 | 168 | 188 | 2.35 |
| ZSR- 15 | L - 15 | π | ······· | | 150 | 158 | 218 | 238 | 2.99 |
| ZSR- 20 | L - 20 | " | 11 | " | 200 | 208 | 268 | 288 | 3.53 |
| ZSR- 30 | L - 30 | Π. | " | | 300 | 308 | 368 | 388 | 5.51 |
| ZSR- 40 | L - 40 | " | | | 400 | 408 | 468 | 488 | 6.94 |
| ZSR- 50 | L - 50 | n | 11 | | 500 | 508 | 568 | 588 | 8.39 |
| ZSR- 60 | L - 60 | 11 | п | H MAR | 600 | 608 | 668 | 688 | 9.84 |

NOTE: 1. * SUPPORT

a) H < 1000 or $W \le 500 : 32 \times 32 \times 3$ EQUAL ANGLE b) $H \ge 1000$ or $W \ge 600 : 40 \times 40 \times 5$ EQUAL ANGLE c) SPECIAL CASES AS INDICATED IN DRAWINGS. ** CASE 1. IF AN CASE 2. IF AN

IF ANGLE IS OF 32x32x3 IF ANGLE IS OF 40x40x5

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