



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



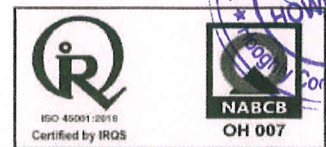
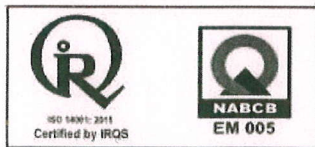
वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE

NOTICE INVITING TENDER

Transportation of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL), Howrah to Destinations in NW-1 & NW-2

Password protected offers in the prescribed format are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced contractors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Supply, General Terms and Conditions and Special Terms attached.

Tender No. & date	HCSSL/OPS/SB/TEN/2025/005 dated 22.01.2025
Scope of Supply / Work	Services of Transportation of 6 Catamaran Vessels from Hooghly Cochin Shipyard Limited (HCSL), Howrah to Destinations in NW-1 & NW-2. (i.e. to Varanasi, Ayodhya & Guwahati)
Type of Tender	Two Bid (Email Mode)
Tender Cost	Nil
EMD	Rs. 1,00,000/-
Last date & time of receipt of tender	01.02.2025 at 16.00 Hrs.
Date & time of opening of technical bid	01.02.2025 at 1630 Hrs.
Pre-Bid Meeting	27.01.2025 at 11.00 Hrs.
Work duration	- First Trip: Tentative date of movement of 1st batch vessels (2Nos.) - Second Trip: Tentative date of movement of 2nd batch vessels (2Nos.) - Third Trip: Tentative date of movement of last batch of vessels (2Nos.)



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

Officer - in - Charge	<p>1. Name : Siva Prasad Designation : Manager Email : sivaprasad.sp@hooghlycsl.com Phone No. : +91 9487017033</p> <p>2. Name : Praveen Kumar Roy Designation : JTA Email : jta.electrical@hooghlycsl.com Phone No. : +91 6206910061</p>
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Tender to be submitted by E-mail only. No hard copy quotation of the bid will be accepted.
Tender reference should be clearly indicated on the subject of the Mail.
Tenders should be submitted in two separate files as PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected) indicating the tender number, due date of the tender and subject as in-line with the scope of work in the Mail addressed to:
sivaprasad.sp@hooghlycsl.com/ jta.electrical@hooghlycsl.com

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

For Hooghly Cochin Shipyard Limited



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SCOPE OF WORK

TRANSPORTATION OF 6 CATAMARAN VESSELS FROM HOOGLY COCHIN SHIPYARD (HCSL), HOWRAH TO DESTINATIONS IN NATIONAL WATERWAYS-1 (NW-1) & NATIONAL WATERWAYS-2 (NW-2)

A. DESCRIPTION OF WORK

The work includes transportation of 6 Nos of Catamaran Vessels (50 PAX electric vessels (6 Nos) from Hooghly Cochin Shipyard (HCSL), Howrah to National Waterways-1 (NW-1) & National Waterways-2 (NW-2) (Note: location(s) in NW-1 are Varanasi & Ayodhya and in NW-2 is Guwahati). The vessel is made up of Aluminium Hull and FRP superstructure. These vessels are to be transported by wet towing through NW1 & NW2 complying with the enclosed Specifications and drawings, delivery schedule, HCSL Terms and Conditions in all respects.

B. VESSEL DETAILS

Length Overall	24.8 m approx.
Breadth (mid.)	5.60 m approx.
Breadth of Demi Hull (mid.)	1.75 m approx.
Free board	0.8 m approx.
Mean Draught (mid.)	0.9 m (at full load)
Air draft (Maximum)	4.0 m approx.
Hull	Aluminum
Superstructure	FRP
Total weight	42 Tonne (approx..)

C. SCOPE OF WORK

Planning and execution of transportation of 6 Nos. Catamaran Vessels from Hooghly Cochin Shipyard (HCSL) Howrah to Varanasi, Ayodhya and Guwahati. This shall be a turnkey transportation contract. The successful contractor has to collect vessels from HCSL berth and to deliver safely at the designated locations in NW1 & NW2.

Transportation of Vessel has to be executed in three Batches.

Delivery locations for each transportation shall be finalized on or before placement of the Work Order.

i. Delivery locations

Vessels delivery at	Destination / Port of Delivery
Varanasi	Namo Ghat
	Ravidas Ghat
Ayodhya	Naya Ghat
	Guptar Ghat
Guwahati	North Guwahati
	South Guwahati

- ii. The vessel has to be transported via National Waterways-1 & National Waterways-2 and river route up using suitable mode of wet towing transport i.e., Tug or Boat.
- iii. Manpower, equipment, Boat/Tug/Vessel/Vehicles, fuel/HSD and any other materials/facilities required for transportation of vessel shall be the responsibility of the contractor.
- iv. The contractor may visit the site or channel before bidding for assessing the channel condition and other technical matters. The hydrographic data (LAD report) as available with IWAI will be provided if required.
- v. The contractor has to arrange barge/ vessel/Tug/ Boat(s) (as per execution plan) and other necessary items/ equipment certified by competent regulatory authority for the National Waterways transportation to reach the designated destinations.
- vi. The contractor is responsible to do detailed route survey, stability analysis and mooring, lashing, unlash, loading, unloading whatever required for the movement of catamaran vessel from the place of movement (PoL) to the place of delivery (PoD) destinations.
- vii. The contractor has to arrange necessary, in co-ordination with IWAI/ Local Authorities for opening and closing of lock gates, pontoon bridges or any other hindrance in NW1 and river channel route for the satisfactory movement of vessels. Also, pilot boat if required shall be arranged by the contractor.
- viii. The Contractor has to receive the vessels from HCSL, Howrah and deliver vessels at designated locations in NW-1 & NW-2. Total movement will be under contractors scope inclusive of cost of transportation, cost for statutory and other agencies, costs & risk and to crew, food and other facilities crew and personnel, manage, maintain, navigate, operate, fuel, stowage, delivery at designated location, provision and whatever required for successful transportation till the safe/ satisfactory handing over to authorized officer of HCSL/IWAI authorities at designated locations.
- ix. Proper anchoring, tying, fastening, lashing, packing and securing the vessel on Tug or Boat for the entire transportation.
- x. Any damage to the vessel during transportation shall be the responsibility of the contractor and will be recovered from any money due or to become due to the Contractor for rectification of damages or whole as deemed fit.
- xi. Conditions of vessel and List of fixtures, tools, materials etc. in the vessel will be jointly prepared with HCSL and Contractor's representative before transportation of catamaran

vessels and on arrival/placing at destinations shall be handed over to representative of HCSL/IWAI authorities. A copy of the receipt & the same must be submitted with the bill.

- xii. At delivery locations, unlash the vessels from Tug or Boat, mooring to designated and hand over the vessels successfully to authorized HCSL officer / IWAI authorities shall be in contractors' scope.
- xiii. It is the responsibility of the contractor to ensure that the age and fitness of the Tug/ Boat being offered for River/ inland water carriage complies with all the necessary regulations of Classification Society /Statutory Authority and Insurance regulations.
- xiv. Contractor shall ensure timely delivery of vessels at destinations. Any demurrage or associated costs for vessel movement and delivery at final destinations shall be to the contractor's account.
- xv. Any non-specific service item, which is necessary for satisfactory completion of the transportation work under the scope but not specified here, shall be deemed to be included in scope of work at no additional cost to HCSL.
- xvi. Arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the Vessels from weather / rain from receipt of Vessels from HCSL till delivery of the same at destinations.
- xvii. It is the responsibility of the contractor to arrange transportation/voyage without any restriction regarding time / duty hours/ holidays (round the clock / Sundays/ holidays) to meet our stringent delivery timeline of 15days to reach the vessels at destinations.
- xviii. Detailed towing plan for the safe towing of the vessel up to destinations in line with the IWAI/National waterway 1 requirement. Also, all safety gears like side fenders in the event of side towing or anchoring in jetty are in the contractor's scope. Special care is required so that the glass windows on both side and FRP superstructure of the catamaran vessels are undamaged.
- xix. The contractor is requested to submit the contingency management plan to take care of any emergencies.
- xx. Boat/Tug/Vessel should have valid relevant certificates as per Inland Vessels Act, 2021 (or the equivalent as published)
- xxi. All the documents/certificates/plans in line with the scope of work, drawings, other terms and conditions in this work order are to be submitted before 3 days from the date of execution of the work.

Terms and Conditions

1. DEFINITION

- 1.1. "Bidder" means the party who all are participated in the tender for service "***Transportation Of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL) Howrah to Destinations in NW-1 & NW-2***"
- 1.2. "HCSL" Hooghly Cochin Shipyard Ltd, Cochin.
- 1.3. "IWAI" Inland Waterways Authority of India.

2. DESCRIPTION OF WORK

- 2.1. This tender pertains for "Transportation of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL) Howrah to National Waterways-1 (NW-1) & National Waterways-2 (NW-2).
- 2.2. The scope of work includes "Transportation of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL) Howrah to National Waterways-1 (NW-1) & National Waterways-2 (NW-2) (Note: location (s) in NW-1 are Varanasi & Ayodhya and in NW-2 is Guwahati) in accordance with the enclosed Specifications and drawings, mutually agreed towing plan, delivery schedule, HCSL-Terms and Conditions in all respects.

3. PRE-BID MEETING

- 3.1. The pre-bid meeting will be held on xx.01.2025 at HCSL from 11.00 Hrs to discuss the detail scope of work and other tender conditions. The Firms / Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by xx.xx.2025 positively.

4. PREQUALIFICATION CRITERIA

- 4.1. The bidding firm should have past experience in transportation of Cargo/ Boats/ vessels in National water Ways-1 (NW-1)/ National Water ways -2 (NW-2) Route by wet towing. For this purpose, firm should have completed at least 1 successful transportation of min weight of 25 MT using Tug/ Boat through NW-I route same shall cover at least 500 KM travel, relevant work order (or) completion certificate, during the past seven (07) years ending on 31st December 2024 to be furnished
- 4.2. Above said experience should be in wet towing using Tug/ vessel/ Boat, through NW-1/NW-2 route.
- 4.3. Firms shall possess a valid license/ certification as applicable and a copy of the same to be furnished with technical bid.
- 4.4. The Bidder should have the track record of doing similar type of works continuously or in fragments, during the past seven (07) years ending on 31st December 2024, as specified below:
 - (i) 3 similar completed works each costing not less than the amount equal to 40 Lakhs,
 - or

- (ii) 2 similar completed works each costing not less than the amount equal to 50 Lakhs,
or
- (iii) 1 similar completed work costing not less than the amount equal to 80 Lakhs.

Note: Similar work(s) means planning and successful execution of transportation of small vessels/cargo/shipment/ODC/ material of weight not less than 25 MT using wet towing Tug or Boat, and same shall be at least 500 KM movement via Inland waterways-1(NW1)/ waterways-2 (NW-2) route. Bidders having similar work experience should not have any bad remarks in work performance which may lead to disqualification.

- 4.5. The Tug or Boat shall have valid license/certificates maintained as applicable on date of commencement of the work and should suit the load capacity and speed to meet delivery time lines.
- 4.6. The value of the "Completed Work(s)" considered by the Bidders shall be rounded off to the nearest two digits. For this purpose, "Similar Works" has been defined and relevant order copies to be submitted along with this bid.
- 4.7. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available Tug, barges, vessel, Towing Boat, equipment's & facilities, manning team, Work experience of similar job, etc. The firm has to submit the documents which validate the similar work(s) experiences
- 4.8. The similar works experience of parent company / subsidiary / Sister Company of the Bidder shall not be considered.
- 4.9. HCSL reserves the right to demand hardcopies of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

5. FINANCIAL CAPABILITY

- 5.1. The bidder shall have an average annual financial turnover of Rs. 50 Lakhs during the last three years ending on 31st March 2024.
- 5.2. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its net worth, turnover and profit during the past three years.
- 5.3. The applicant shall furnish a positive net worth certificate (from Chartered Accountant), to the effect that the tenderer is financially sound and has sufficient resources for security deposit / retention money and for executing the work as per schedule.

6. OTHER CONDITIONS:

- 6.1. Interested firms has to submit execution plan with Clear Route survey report to execute the contract i.e. transportation of vessels from Hooghly Cochin Shipyard (HCSL) Kolkata to Varanasi, Ayodhya &Guwahati to be submitted along with the bid. This has to be submitted in the format placed at Appendix-B.
- 6.2. RIGHT TO VERIFICATION: HCSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this HCSL reserves the right to accept and reject any and all bids, which in its opinion, appears

to be most advantageous to HCSL.

7. WORK PROGRESS AND SCHEDULE OF COMPLETION

- 7.1. The transportation to be completed and vessels shall be delivered to HCSL/ IWAI authorities at Namohat & Ravidas Ghat in Varanasi, Naya Ghat & Guptar Ghat in Ayodhya, North Guwahati & South Guwahati in Guwahati within a period of 15 days from the date of commencement of dispatching of each Batch from HCSL, Howrah as noted below:
- 7.2. Tentative schedule of movement of 1st batch vessels by end Feb, 2025 and the remaining set of vessels by end March, 2025. Delivery locations shall be informed before releasing the final Work Order.
- 7.3. Contractor shall report the progress of the transportation/voyage to HCSL for every 12 hours to the designated officers of HCSL/IWAI by email.
- 7.4. If any major change in the delivery locations occurs, the adjustment will be settled on a pro-rata basis, subject to approval from the competent authority.

8. VALIDITY OF CONTRACT

- 8.1. The price offered and mutually agreed shall remain firm (Contract concluded price as per Annexure III) till completion of work and no escalation in rate shall be allowed by HCSL on whatsoever reason thereafter.

9. PAYMENT TERMS

- 9.1. Payment will be released on successful completion of delivery of vessels on certification by the officer-in-charge as noted below:
 - 9.1.1. 100 % payment on satisfactory completion of transportation and delivery of each vessel at designated locations
 - 9.1.2. Actual payment will be based on PoL and PoD (as per unit price at schedule of rates for vessels mentioned in this work order), upon considering the PBG submitted
- 9.2. Statutory levies such as I.T, Contribution towards PF, ESI etc., shall be deducted from the bill as applicable.
- 9.3. Payment will be made by RTGS/NEFT to the account of contractor.

10. SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

- 10.1. The successful contractor shall remit 5 % of the value of the contract as security deposit/Performance Guarantee on receipt of the work order/ before commencement of work. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of HCSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The SD/PBG will be released after satisfactory completion of the contract. The SD/PBG will not bear any interest.
- 10.2. The complete work carried out by the contractor shall be guaranteed for performance security/forfeiture of work and/or performance of work and/or poor workmanship till the date of completion of work / final acceptance by HCSL (Payment will be released only on

submission of PBG)

10.3. SD/PBG will be returned to the Contractor on completion of 01 month after successful completion of work on certification of nil liability to HCSL by Officer-in charge..

10.4. SD/PBG is applicable to Contractor irrespective of NSIC registration for necessary coverage under the performance guarantee clause.

11. INSURANCE

11.1. The Contractor shall arrange to insure the subject vessels for the value of vessels (Approximate cost 12 Cr plus Taxes per vessel) in the name of Hooghly Cochin Shipyard Limited, Howrah, immediately the issue of work order to cover all risks i.e. fire, theft, damage (partial or full), riots, natural calamity / accident/ otherwise including any claim payable to any third party against total / partial loss or damage arising out of any situation contingent on plying and/ or transport/mooring of the vessel on sea, river and /or terminals and/or any other places where the vessels may be repaired or kept or situated for such purpose from / on the date of signing of the Protocol of handing over, for the value as will be estimated by the HCSL with the assistance of a registered/ recognized independent Valuer / Surveyor. The Insurance Policy shall be kept valid for the entire period of voyage commencing from the date of signing of Protocol of handing over till the date of signing of Protocol of return / taking over of the vessel. This policy shall remain in force till handing over of vessels at destinations to authorized officer of HCSL/ IWAI authorities through signing of the Protocol of return. The Insurance Policy will be issued in favor of the Hooghly Cochin Shipyard Ltd, being the legal owner of the vessels and the original policy will be submitted to Hooghly Cochin Shipyard limited before the commencement of transportation. The Insurance Policy shall be obtained from any Nationalized Insurance Company in India.

11.2. The insurance shall be done by the Contractor in the following manner:

a) The vessel including aluminium hull, FRP super structural, Glass part and machinery etc.

b) Comprehensive insurance, including wreck removal; and

c) Protection & Indemnity insurance

d) The Contractor shall also maintain at his own cost, personal and accident insurance for all the crew/ cargo vessels/ Towing Barge etc. being transported on all the 3 Nos. of vessels to cover any incident or accident or mishap that may occur during the course of transportation. Cochin Shipyard limited will be indemnified from any such incident or accident or mishap and will not be responsible for any such events or effects thereof.

e) The documentary proof of all the above insurances will have to be submitted to the HCSL by the Contractor prior to commencement of Transportation.

11.3. **Note: The bidder is required to mention the transit insurance (for catamaran vessel) value for each vessel transportation in the price bid. This is a part of the overall pricing, but it will not be factored into the L1 determination. If the transit insurance for vessel is obtained through the contractor, the same shall be officially intimated to the contractor before the commencement of transportation.**

12. LIQUIDATED DAMAGES

12.1. The progress of work will be monitored against the mutually agreed detailed schedule referred in this work order. Liquidated damages for delays in execution of the work envisaged as per this order, for any reason other than force majeure conditions, will be recovered at the rate of half percent (0.5%) of the basic value of the delayed work per week or part thereof, subject to a maximum of ten (10) percent of the basic value of the delayed work.

13. CANCELLATION OF ORDER AND RISK CONTRACTING

13.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond the agreed schedule, HCSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from the contractor and the Security Deposit furnished by the contractor is liable to be forfeited either in whole or in part.

13.2. In addition to above tender holiday will be imposed against the contractor as per discretion of HCSL.

14. FORCE MAJEURE

14.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, Cyclone, thunder storm act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, HCSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

12.2 The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15 days from the date of occurrence / cessation.

15. ARBITRATION

15.1. Any disputes arising during the execution of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

15.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties here to. The arbitration will be done by a Board comprising one officer nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless

any such payment is or forms a part of the subject matter of arbitration proceedings.

15.3 In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata, West Bengal, India only. Governing law should be Indian law and place and seat of arbitration is at Kolkata, West Bengal. Language of arbitration should be English.

16. TENDER COST &EMD

16.1. Tender Cost -Nil

EMD

16.2. Tenderers shall deposit an amount of **Rs. 1,00,000/- (Rupees One Lakh only) as Earnest Money Deposit (EMD) along with the tender.**

16.3. The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favour of 'Hooghly Cochin Shipyard Ltd. payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -

**STATE BANK OF INDIA
COCHIN SHIPYARD BRANCH
ACCOUNT NO: 37354232301
IFSC CODE: SBIN0003229**

16.4. EMD furnished by all contractors except the lowest tenderer will be released after issuing purchase order and its acceptance by the bidder to whom the order is awarded.

16.5. EMD of the successful tenderer will be refunded after complete delivery of the materials to the yard.

16.6. 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.

The relevant documents pertaining to the EMD should be submitted along with the Techno-commercial offer. TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

17. JURISDICTION

17.1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Howrah/Kolkata.

18. MSE, STARTUPS AND MAKE IN INDIA:

18.1. Local Suppliers (Make in India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at HCSL website under the Tenders tab for further reference.

19. PRE-CONTRACT INTEGRITY PACT

19.1. The bidders who are participating in the tender shall sign the pre contract integrity pact, in case the bid is above Rs 1 crore (format attached in Annexure-14).

20. SAFETY OF PERSONNEL AND FIRST AID/STATUTORY RESPONSIBILITY

20.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he should adopt all the required safety measure and strictly comply with the safety regulations in force.

20.2. The Contractor should arrange to suitably insure all his workmen/other personnel in this regard. HCSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.

20.3. In this regard, the Contractor will have to fully indemnify HCSL against any claims made by his workmen/other personnel.

20.4. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

20.5. The entire work force under the contractor shall always follow all instructions from HCSL safety personal.

21. SPECIAL TERMS & CONDITIONS FOR EXECUTION THE CONTRACT

21.1. The Contractor has to arrange all clearances such as from Costal permission/ Ports/ IWAI/ Towing Survey/ Total Voyage Certification from regulatory authorities. Marine Warranty Survey by agency recognized by the Marine Insurance Provider as applicable for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.

21.2. The Contractor has to arrange Port permission/ tug or Boat assistance / clearance / formalities at required points, as applicable (for whole transportation) including pilotage.

21.3. The Contractor has to arrange Customs clearance/formalities at PoL, destination points and intermediate ports, if required (for whole transportation) for both the Barge/ Vessel/ Tug and Boat.

21.4. Any other applicable statutory as well as non-statutory requirements / permissions / formalities to be arranged/completed by the Contractor for successful commencement and satisfactory completion of this contract.

21.5. Survey by Regulatory Authorities, as applicable: The contractor shall arrange/coordinate the statutory marine warranty survey, Barge/ Vessel movement, towing plan approval and other mandatory surveys / permissions / approvals by regulatory authorities / recognized class Agencies that deemed necessary for the successful commencement of transportation from Place of Departure and for successful completion of the transportation at place of destination. The offer shall accommodate the scope.

21.6. Manning of the Tug, Barge or Boat has to be provided as per relevant act and as applicable rule.

21.7. The contractor should maintain adequate number of crew in their pay roll so that leave

and exigencies can be accommodated by the contractor.

- 21.8. The crew must have valid certificate of competency as applicable.
- 21.9. Food and other facilities for the crew and other personnel as per labour and IWT /marine laws shall be arranged by the contractor from start to end of transportation as per scope of work. All transportation costs towards men and material is the responsibility of the contractor. The crew shall be in uniform while on duty.
- 21.10. A Liaison Officer should be deployed by the Contractor for interacting /communicating between the vessel and other concerned officers at HCSL. Such liaison officer shall have mobile as well as residential telephone facility. He should be a person having experience in the field of IWT operation. Liaison Officer will not be changed during the entire period of contract without informing HCSL.
- 21.11. The successful contractor must submit a local police verification certificate for those persons who will be deployed at site for carrying out duties (if required).
- 21.12. All barges and tugs/ Boat to be put to use by the contractor, shall have all certificates i.e. IRS certificate for sea barge and tug/Boat certificate from concerned authority for river barge, registration certificates of barges and tugs including sail worthiness certificate, requisite institution of classes/Marine insurance certificate as applicable, and should have requisite permission for berthing.
- 21.13. The contractor should firm-up Barge/ Tug/ Boat sailing schedules after taking into account the recommendations issued to registrars of sailing vessels by Directorate General of Shipping/IWAI with regards to foul weather and obtain all required clearances / permit from all Governmental / non-Governmental authorities for transportation of vessels through sea route. Coastal, Customs clearance and coastal B/L, if any, is to contractor's account.

22. RESCUE OPERATION

- 22.1. In case of accident contractor shall be fully responsible for rescue operation, if any vessel/ Tug/ Boat gets toppled / Break down / any other marine accidents during transit. Relief towards expenditure incurred by contractor in rescue operations (excluding expenditure incurred, if any, on the carrier/crew or loss to the third parties) may be reimbursed to them subject to and to the extent of getting relief by HCSL from underwriter on this account, after settlement of the insurance claim.
- 22.2. In case vessels are held up en-route due to any break-down or accident or Force Majeure situation, the matter shall be intimated to HCSL immediately over phone or in person and confirmed in writing thereafter. Meanwhile Contractor has to arrange alternate Vessel/barge/Tugs for transferring Vessels from damaged barge to new /fresh barge immediately and ensure that the vessels are delivered within the stipulated time.

General Conditions

1. All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.
2. The bidders are expected to familiarize themselves about labour situation, wages and benefits applicable to labourers, working hours etc. prior to quoting. 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.
3. All relevant clauses of general conditions of contract prevalent in HCSL will be applicable to this contract also. HSE guidelines issued by HCSL from time to time shall be followed by the firm.
4. The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between HCSL and the firm or its employees/personnel. This contract shall also not be deemed to create any partnership, joint venture or any association between HCSL and the firm.
5. The contractor or the employee engaged by the contractor are strictly banned from use of any kind of Narcotics drugs/Alcohol/smoking etc. inside HCSL premises and any illegal activity by the work men should be reported to the Officer-in-Charge without delay and the contractor shall remove such persons from Yard premises.
6. HCSL reserves the right to award the contract to one or more firms or may split the scope of work, depending upon the actual necessity, as deemed fit.
7. HCSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
8. The acceptance of a tender will rest with AGM (P&P) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.
9. HCSL reserves the right to terminate the contract at short notice in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by HCSL on this account.

For Hooghly Cochin Shipyard Ltd

SPECIAL TERMS & CONDITIONS (TWO-BID SYSTEM)

A. TERMS AND CONDITIONS

1. MODE OF SUBMISSION OF TENDERS:

- Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL"** & **PART-II "PRICE"** indicating the tender number, due date of the tender in the Mail and addressed to The Assistant General Manager (Materials), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. Tender to be submitted by Email only.
- Bidders are requested to submit the bid by e-mail (**Price part password protected**) to the following email addresses clearly mention the tender reference in the subject line for easy identification:

sivaprasad.sp@hooghlycsl.com / jta.electrical@hooghlycsl.com

- 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, mail admin, billing, hello, careers.**

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:

- a. Stamped and signed copy of all pages of **tender document and corrigenda (if any)** with all supporting documents (as applicable);
- b. ***Signed Copy of un-priced Price bid (Annexure-5) (Price bid without price & with percentage of taxes & duties and details like "quoted/Nil/included" need to be mentioned for each line item.)***
- c. Signed and stamped copy of Technical Specification / Scope of Work as per **Annexure 1** with supporting documents if required
- d. Signed and stamped copy of tender terms and conditions as per **Annexure 2, 3 & 4;**
- e. Checklist duly undersigned with remarks, if any applicable as per **Annexure-6;**
- f. List of Deviation (if Any) as per **Annexure-9;**
- g. **Enclosed Annexures.**

All documents provided along with techno-commercial part should be stamped and undersigned. HCSL reserves the right the reject the bid in case of any discrepancies on the mentioned aspect.

3. PRICE PART:

The price part should contain the following details:

- The price correspondent to each item;
- Taxes as applicable

The price bid to be offered in the given format (Annexure – 5). Deviations to the format as given would be liable to decline of the bid so submitted.

4. **Validity:** The offer should be valid for a minimum period of **3 (Three) months** of date of tender opening.

5. HCSL reserves the right to alter, modify the scope of supply, at their discretion.
6. Un-priced bid to be submitted along with techno-commercial part (Part – I – Techno-commercial Bid) with details like percentage of taxes & duties applicable & details like “quoted/nil/included” to be mentioned for each line item as per Annexure-6.
7. Tenders should be submitted through E-mail only. No hard copy of the tender documents will not be accepted and may subject to rejection of the bid as a whole by the HCSL authority.
8. **Price part should be submitted exactly in the Price Format as provided (Annexure 5)**. Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
9. Unprotected Price Bids/ Price Bids which are not password protected will be subject to rejection/disqualification of bid and HCSL as a whole reserves the right to cancel out such bids.
10. Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
11. The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. *Tenderers shall not be allowed to attend the Techno commercial bid opening.*
12. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
13. The bidder shall be deemed to have carefully examined the scope of work, technical specifications, general & special terms and conditions, and other necessities mentioned in the tender and have to satisfied himself as to the nature and character of the works to be carried out, the site conditions and all relevant matters & details.
14. Bidder should make sure that they comply with all the techno-commercial details in addition to adhere to all technical specifications during the whole process (i.e. Starting from bid submission to carry out scope of work as per work agreements and as applicable) and provide necessary MSE/NSIC Certificates to avail exemptions, if applicable.
15. Participants/Vendors are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and HCSL, before submitting your offer.
16. If any case of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender, failing which it will be presumed that all the terms and conditions are acceptable.
17. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
18. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).

19. After scrutinization of documents (Part – I) provided by the bidders, and after successful techno-commercial qualification, bidders will be contacted prior to opening of price bid. Passwords will be asked before opening of price bid. Authorized representor is required during the opening of price bid.
20. The bidders are advised to familiarize themselves with the site conditions before quoting.
21. After submission of tender, no unsolicited correspondence will be entertained.
22. 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.
23. All applicable taxes, duties, transportation, delivery, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
24. Tenders are to be submitted in password protected email and should reach HCSL on or before the last date and time for submission of tender. Email address for submission of tender is sivaprasad.sp@hooghlycsl.com with a copy to jta.electrical@hooghlycsl.com. Bidder should make sure that they get an acknowledgement by return mail after submission of tender. HCSL shall not be responsible for non-receipt of e mail sent by the firm.
25. Bid is to be submitted with password protection in the rate format provided at annexure II.
26. The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
27. Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
28. All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
29. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously and HCSL has the right to reject the offer if required.

B. SPECIAL CONDITIONS

- i. The Contractor should inspect the route for transportation through IWT mode for any other Technical information to acquaint himself with the job. He shall also acquaint himself with route/site conditions etc. to carry the entire work as stated in the scope of work.

- ii. The contractor while quoting the rates deemed to have taken, all contingencies such as site conditions, route conditions, labour etc. into consideration and no extra claim will be entertained at a later date for any reason whatsoever.
- iii. The Contractor shall be required to arrange necessary equipment and manpower etc. to carry at his own cost.
- iv. The Contractor is responsible for the safe custody of the material, transportation and till the work is completed and properly handed over to representative of IWAI.
- v. Any damage caused to HCSL vessels and its machinery, equipments and other fittings while transportation the contractor shall make good of the same at his own expeditiously to the entire satisfaction of the HCSL/IWAI authorities.
- vi. The contractor shall be required to complete the entrusted job in all respects within stipulated period from the date of receipt of intimation for commencement of the work.
- vii. Contractor shall prepare all the necessary documents in required number of copies to accompany with the Tug/ Boat while leaving for site from HCSL to ensure smooth transportation without hindrance from any Government or local agency on the way.
- viii. Contractor will ensure round the clock safety of vessels en-route.

C. HANDING OVER OF VESSELS:

- i. On completion of transportation, the vessels will have to be handed over by the successful contractor to the authorized officer of HCSL/ IWAI authorities without damage to vessel (Hull, Superstructure, machinery, equipment, fittings, stores, etc.) as was prevailing as per joint inspection report.
- ii. If as a result of such inspection there appears no variation, the HCSL/ IWAI Authority shall accept the vessels and shall convey such acceptance in writing by signing the Protocol of taking over on physical delivery of the vessels by the Contractor to the HCSL/ IWAI Authority. This taking over of the vessels shall be reckoned from the date of signing of the Protocol of taking over of the vessels by the authorized representative of the Authority and the Contractor
- iii. The Contractor shall be liable for any damages caused by / to the vessel due to any action during transportation or his crew or representative and will have to make good the loss / damage. HCSL will not be responsible in any way whatsoever for such damage caused by / to the vessels.

D. DELIVERY PERIOD/ COMPLETION OF TRANSPORTATION:

- i. Timeline: The completion time for the work shall be 15 (fifteen) days from the date of commencement of work

For Hooghly Cochin Shipyard Limited.

Tender No. HCSSL/OPS/SB/TEN/2025/005 dated 22.01.2025

PRICE BID FORMAT

SI No	Description of Work		Qty (No. of Vessels) (A)	Rate per Vessel (B)	Total (INR) Ax B
1	Phase-1	Lumpsum amount for transporting Vessel from HCSSL/Howrah to Varanasi (Namo Ghat/ Ravidas Ghat) as per the scope of works and other terms and conditions in the tender	2		
2	Phase-2	Lumpsum amount for transporting of Vessel from HCSSL to Ayodhya (Naya Ghat/ Guptar Ghat) as per the scope of works and other terms and conditions in the tender	2		
3		Lumpsum amount for transporting Vessel From HCSSL to Guwahati (North Guwahati/ South Guwahati) as per the scope of works and other terms and conditions in the tender	2		
4	SUB TOTAL (SUM OF SL NO. 1 to 3)				₹
5	GST 18 %				₹
6	GRAND TOTAL (SUM OF SL NO 4 + 5)				₹
Transit Insurance (not consider during the L1 determination)					
7	Transit Insurance for transporting Vessel from HCSSL/Howrah to Varanasi (Namo Ghat/ Ravidas Ghat) as per the scope of works and other terms and conditions in the tender		2		
8	Transit Insurance for transporting of Vessel from HCSSL to Ayodhya (Naya Ghat/ Guptar Ghat) as per the scope of works and other terms and conditions in the tender		2		
9	Transit Insurance for for transporting Vessel From HCSSL to Guwahati (North Guwahati/ South Guwahati) as per the scope of works and other terms and conditions in the tender		2		
10	Applicable GST % for the transit insurance		----%		

Note:

1. L1 basis is total amount (other than sl. No. 7 to 10) without GST.
2. The quoted price will be valid for a period of 3 (three) months.
3. Quoting for all serials is mandatory. Partially quoting for few serials shall result in rejection of the bid.
4. L1 Bidder will be decided based on without considering Taxes.
5. Rate agreed upon as per quotation shall remain firm and fixed till conclusion of contract.
6. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
7. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected

Grand Total Amount (in words) Rupees

.....

*Any modifications or alterations or additional notes added to the above format will straight away leads to rejection of the offer

Signature of authorized personnel:

Name of firm or authorized signatory:

Designation:

Address:

Contact no.

Annexure-6

TECHNO-COMMERCIAL CHECK LIST				
Transportation Of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL), Howrah to Destinations in NW-1 & NW-2				
SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in two (2) parts – Techno-commercial & Price (Password protected)			
2.	Works completion as per yards schedule			
3.	Validity of offer – Three (3) months			
4.	Payment Terms			
6.	The Prices offered should remain firm till the completion of contract, in case the purchase order is placed with you.			
7.	A copy of price offer without price to be included in the techno- commercial offer. Please confirm			
8.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer?			
9.	L.D. payable as per relevant Clause in the General terms of enquiry.			
10.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
11.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
12.	Self-attested copy of PAN Card, GST, ESI, EPF and MSME/NSIC registration certificate.			
13.	Security deposit / bank guarantee of 5% of total order value to be submitted (valid till defect liability period)			
14.	Confirm all other terms and conditions of enquiry are acceptable.			
15.	Vendor and NEFT details to be submitted as per Annexure 8 & 9.			
16.	List of Deviations to be submitted as per Annexure 10			
17.	Duly filled (as applicable) Signed and stamped copy of Annexures			

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: (of person in connection with this tender)	1) 2) 3)
6	Type of Entity-Pro praetorship/Partnership firm/company/NSIC/MSE 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:

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

--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- 6) Email Address of Vendor
7) Date of Effect of
RTGS/NEFT in your Bank

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: (.....)
Authorized official of Bank

**Note: Please enclose a cancelled un-signed cheque leaf to enable us to verify the
details mentioned above.**

Compliance Statement- List of Deviations		PAGE 1 OF 1
Tender Name: Transportation Of 6 Catamaran Vessels from Hooghly Cochin Shipyard (HCSL), Howrah to NW-1 & NW-2		
TENDER NO: HCSL/OPS/SB/TEN/2025/005 dated 22.01.2025		
<p>We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. ----- dated -----, except for the deviations listed below:</p> <p style="text-align: center;"><u>LIST OF DEVIATIONS</u></p>		
Sl. No.	Description / Tender Reference	Reasons for Deviation
Name of tenderer: Date: Signature (Company Seal)		
		Name & Designation
		Seal &

POWER OF ATTORNEY

(On Applicant's Letter head)

(Date and Reference)

To

The Assistant General Manager

Hooghly Cochin Shipyard
Limited

Nazirgunge, Howrah-
711109, West Bengal.

Subject: Power of Attorney

Mr. / Mrs. / Ms..... (Name of the
Person(s), domiciled at
..... (A
ddress),

acting as..... (Designation and name of the company),
and whose signature is attested below, is hereby appointed as the Authorized
Representative and authorized on behalf of
..... (Name of the
company) to provide information and respond to **enquiries etc.** as may be required by the
Employer for the project of
(Project title) and is hereby further authorized to sign and file relevant documents in respect
of the above.

(Attested signature of Mr. _____).

For.....

(Name & designation)

(Company Seal)

**Bank guarantee in lieu of security deposit/
Warranty guarantee**

To

HOOGHLY COCHIN SHIPYARD LTD

(Govt. of India Enterprise)

Satyen Bose Road,

Danesh SK Lane (PO),

Nazirgunge, Howrah,

West Bengal - 711109.

WHEREAS (Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....No.....Dated:to execute (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

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

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

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. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **HCSL** serve upon us a written claim or demand on or before..... (validity date).

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

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:Date:

^[1]An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

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

Bid's Reference No. & 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:

Form of Legal Case (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

- If no Cases pending please mention as “NIL” and submit the above form.

SIGNATURE OF BIDDER

PRE CONTRACT INTEGRITY PACT

HOOGHLY 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 Deputy General Manager, 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 procure/.....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

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.

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.

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:-

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.

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.

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.

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.

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.

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.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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

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.

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)**

While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

- (i) Bank Draft of 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 RFP).

The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

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.

No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 **Sanctions for Violations**

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 may 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.

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.

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.

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

The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- (i) Shri. Om Prakash Singh, IPS (Retd.),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,

Uttar Pradesh – 201301 Mob: 9818564455
Email: Ops2020@rediffmail.com

- (ii) Shri. Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harischandra Marg,
Anand Vihar, Delhi – 110092.

Mobile: 9978405930
Email: jagadipsingh@yahoo.com

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.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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.

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.

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.

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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

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 extant law in force relating to any civil or criminal proceedings.

12 Validity

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.

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
Designation
Dept./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

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.

APPENDIX - A

VESSEL SNAPS



APPENDIX – B

VOYAGE PLAN/ TRANSPORTATION DETAILS

SI No	Particulars	Up to Varanasi	Up to Ayodhya	Upto Guwahati
1	Execution Plan for delivering vessels at destinations			
2	Name of the Tug or Boat or other mode of Transport			
3	Name of Tug/ Boat Owner			
4	Year of built			
5	Official Number			
6	Registering Authority			
7	Towing Capacity of Tug/ Boat			
8	LOA			
9	Beam			
10	Depth			
11	Draft			
12	Main Engines (No., Make, BHP each)			

13	Generator Engine (No., Make, BHP each)			
14	Validity of Certificate			
15	Speed (in Knots)			
16	Endurance of Tug/ Boat			
17	Fuel / Fresh water consumption per hour (including auxiliary engines and water pumps) of full power operation			
18	Is it possible in 'single go' if not what are the stop points			
19	Crew (including Master) (Please give details separately as annex)			
20	Any other remarks			