



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



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

Tender No: HCSL/OPS/SB/TEN/182/2023-24

Dt. 03.11.2023

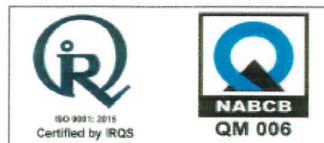
**TENDER NOTICE**

Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) 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	HCSL/OPS/SB/TEN/182/2023-24 Dt. 03.11.2023
Scope of Supply / Work	Design, Supply and Commissioning of Work Boat and Davit with all Standard Accessories for 2200T DWT Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
Type of Tender	Two Bid
Cost of tender form	Rs.500/- (Including GST)
Earnest Money Deposit (EMD)	Rs.30,000/- (Rupees Thirty Thousand only)
Last date & time of receipt of tender	24.11.2023 at 15:00 Hrs.
Date & time of opening of technical bid	24.11.2023 at 15:30 Hrs.
Delivery Period	04 Months (from the date of receipt of Purchase Order)
Officer - in - Charge	Name : Sreerag G Designation: Manager (Materials) Email: <a href="mailto:sreerag.g@hooghlycsl.com">sreerag.g@hooghlycsl.com</a> Phone No : +91 9916087168  Name : Saikat Kumar Biswas Designation: Deputy Manager (Materials) Email : <a href="mailto:saikat.biswas@hooghlycsl.com">saikat.biswas@hooghlycsl.com</a> Phone No : +91 8250792208

**Tender reference should be clearly indicated on top of the respective envelopes.**

Sealed tenders in Two cover system (Pre-qualification cum Technical and Price Bid) addressed to The DGM (P&O) shall be dropped in the HCSL tender box or courier to **Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, DaneshSk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109** before the due date and time. Email quotations are not acceptable.



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

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

i. Successful experience as material supplier in the successful completion of one (1) similar material supply of nature and complexity comparable to the proposed material within the last 5 years from the date of issue of tender document. The value of the Supply of material should not be less than **Rs. 13.32 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of two (2) similar material supplies of nature and complexity comparable to the proposed material supply within the last 5 years from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 8.33 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of three (3) similar material supplies of nature and complexity comparable to the proposed material supply within the last 5 years from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 6.66 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

**Experience proof: proof for Similar Supply items:**

**Design, Manufacturing, Supply and Commissioning of Work Boat and Davit with Standard Accessories.**

i. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years(2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification).

ii. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three years & MSME certificate in the relevant field. (A copy of the same shall be submitted along with the application for issue of tender document).

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)



## Tender administration:

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

Officer - in - Charge for the above work:

Name : Sreerag G  
Designation : Manager (Materials)  
Email : [sreerag.g@hooghlycsl.com](mailto:sreerag.g@hooghlycsl.com)  
Phone No : +91 9916087168

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



**For Hooghly Cochin Shipyard Limited**

कमांडर पी के मीश्रा (से. नि)  
Cdr. P K MISHRA (Retd.)  
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)  
हूगली कोचीन शिपयार्ड लिमिटेड  
HOOGHLY COCHIN SHIPYARD LIMITED

## TABLE OF CONTENTS

Sl. No.	Description	Annexure
1	Important Instruction	1
2	Technical Specification & General Specification	2A-2B
3	Price Bid Format	3
4	General Terms & Conditions	4
5	Special Terms & Conditions	5
6	Commercial Checklist	6
7	Vendor details	7
8	NEFT Mandate Form	8
9	List of Deviations	9
10	Form of Bank Guarantee towards EMD	10
11	Format of Bank Guarantee towards SD	11
12	Form of Self Declaration	12
13	Form of Legal Cases	13

Signature and Seal of the Bidder(s)

For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)  
Cdr. P K MISHRA (Retd.)  
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)  
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HOOGHLY COCHIN SHIPYARD LIMITED

## Important Instruction

***Supplier shall take notice on the following points for its strict compliance***

As the items are critically required, non-compliance of any of the following points will invite disqualification of the submitted offer without any further communication/ notice from this office in this regard.

- A. For the consideration of the offer and its price bid opening, suppliers should ensure the compliance of following points (which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and techno-commercial check list herewith.
1. Pre-Qualification Criterion
  2. Liquidated damage
  3. Payment terms
  4. Validity of offer
  5. Security deposit
  6. Guarantee
  7. Authorization letter from the OEM (if applicable)
  8. Risk purchase
  9. Make and model number of offered item.
  10. Submission of relevant catalog / drawing of equipment offered (if any)
  11. Self-certified copy of MSE/NSIC certificate in the relevant field, if applicable.
  12. Price bid to be submitted in the price bid format attached at Annexure-3.
  13. Un-priced bid as per Annexure-3 to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable & details like quoted/nil/included to be mentioned for each line item.
  14. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document).



**For Hooghly Cochin Shipyard Limited**

## Technical Specification

### 1 General Requirements

- a) The system and its accessories must be suitable for marine applications and function smoothly at design and environmental conditions.
- b) It should withstand air contamination through oil, salt and other contaminants associated with the marine environment.

### 2 Technical Requirements

- a) One set of **Work Boat and Davit** complying with **River Sea Vessels – Type 4** rules as per DG Shipping Order No. 18 of 2013 rules and regulations. The boat and davit should undergo operational test to satisfaction of surveyor.

- b) Work Boat:

Type : Work boat  
 Length : ~4.2m  
 Breadth : As per maker's standard  
 Height : As per maker's standard  
 Material : Inflatable  
 Propulsion System : ~15HP gasoline outboard gasoline engine (self-propulsion)  
 Painting : As per maker's standard  
 Weight : To be specified by the OEM.

Suitable lifting arrangements shall be provided in the Work boat.

- c) Davit:

Type : The davit shall be fitted with a mechanical (handle) type winch and shall be capable of raising and lowering the workboat at MWL.  
 Length : Suitable for the work boat  
 Min. Outreach : ~3.5 m  
 Capacity : Maximum Working Load (M.W.L) for the purpose here is 2+1 injured person of weight 75 Kg each, with stretcher and weight of work boat along with OBM and necessary equipment of such boat  
 Operation type : Manual  
 Hoisting height : Reference as per attachment  
 Lowering speed : Each winch shall be fitted with a brake to control the rate of lowering to approximately 0.5 meters per second  
 Weight : To be specified by the OEM.



1. Davit complete with winch system for handling work boat is to be supplied.
2. The davit and winch structural members shall have a design safety factor of 4.5 times the Maximum Working Load (MWL). MWL includes the total of the weight of the boat, personnel's and boat equipment.
3. The falls, suspension chains, links and blocks (as applicable) shall have a design safety factor of 6 times the MWL.
4. The davit shall be fitted with a mechanical (handle) type winch and shall be capable of raising and lowering the workboat at MWL.
5. Each winch shall be fitted with a brake to control the rate of lowering to approximately 0.5 meters per second.
6. Maximum Working Load (M.W.L) for the purpose here is 2+1 persons weight of 75 Kg each, one stretcher and weight of work boat along with OBM and necessary equipment of such boat.
7. Capable of being launched within five minutes.
8. Adequate room for at least a two person (as applicable) crew with room for one person in stretcher.
9. Can affect the recovery of a helpless person from water and return that individual to the parent vessel within fifteen minutes from first sighting.
10. Manufacturer Test Certificate and Load Test Certificate to be submitted.

All necessary rope and fittings required for lifting work boat to be added in the scope of supply.

### 3. Spare parts, Inventories, Tools:

Following spares shall be included in the scope of supply.

- 3.1.1 Spare parts, which are mandated by Classification Society and Regulatory Authority for the intended operation, shall be included in the scope of supply by the OEM as per OEM Specifications.
- 3.1.2 Manufacturer's standard recommended consumable spares, special jigs and tools for maintenance of the machinery/equipment and fittings shall be included in the scope of supply.
- 3.1.3 Installation and Commissioning spares as per Manufacturer standard shall be included in the scope of supply.
- 3.1.4 Each part or set of parts shall be individually packed and protected against dampness and corrosion during prolonged storage.
- 3.1.5 Each part to have a tie-on label and duplicate labels attached to the exterior of each package. All labels are to be indelibly marked with the designated type and name and serial number/part number and also marked with the name of machinery for which it is intended.
- 3.1.6 The spare parts shall be supplied in a box.
- 3.1.7 All the equipment/accessories supplied should meet the rule requirements of class notations and other operational requirement for the vessel. Alternatively, any

features/accessories/equipment required as per applicable class rules and other operational requirements should be included in the scope of supply.

#### 4. SPACE AND FUNCTIONAL REQUIREMENTS

4.1.1 The units have to be fitted in the Main Deck (with sufficient clearances from hull) supplier are requested offer compact models since this is considered for the technical acceptance of the offer.

4.1.2 Necessary instrumentation and automation features if applicable by maker recommendations and class rules / statutory regulations to be included in the scope.



## General Specification

### 1.1. Introduction

The 2200T Multi Purpose vessel shall be designed by *Maritcons Private Limited*, and built by Hooghly Cochin Shipyard Ltd a fully owned subsidiary of Cochin Shipyard Ltd. As a part of this tender yard indents to offload the Design, Supply and Commissioning of Work Boat and Davit with all Standard Accessories as a package. All required accessories for the Boat and Davit also to be included in the scope of supply.

### 1.2. Quantity

Total requirement is for 01Set per vessel.

01 Set Boat and Davit with all Standard Accessories required for vessel. – Total 01 no required.

### 1.3. Class & Flag Rules

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

Flag : India

Classification : Indian Register of Shipping.

Class Notation :  $\nabla$ SUL INDIAN RIVER SEA VESSEL -TYPE 4 "Equipped for Carriage of Containers"  $\nabla$ IY "General Cargo Vessel"

### 1.4. Rules and Regulations

Vessel shall be built in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following.:

The "Rules and Regulations for the Construction and Classification of Steel Ships, July, 2022" and IRS Classification Notes: Application of IRS Rules to Indian River Sea Vessels - Apr 2021. hereinafter referred to as RULES. The RULES form an integral part of this tender.

The following National/International Codes & Conventions, Regulations and interpretations by the Flag administration that are in force at the time of the keel laying date or similar stage of construction, hereinafter referred to as REGULATIONS:

- a) International Convention on Tonnage Measurement of Ships, 1969, as amended.
- b) International Convention of Load line 1966 and protocol of 1988.
- c) M.S (Tonnage Measurement of Ships) Rule, 1987 as amended.
- d) IS Code 2008.
- e) DGS Order No. 18 of 201 3 - Notification for Construction, Survey, Certification and Operation of Indian River Sea Vessel- Type 1,2,3 &4.
- f) IMO Resolution A.714(17) - Code of Practice for Cargo Stowage and Securing.
- g) EEDI - MEPC 308 (73), as amended by resolutions MEPC.322(74) and MEPC.332(76).
- h) IMSBC Code
- i) IMDG Code
- j) Merchant Shipping (Control of Anti- fouling System) Rule 2016.



### 1.5. Testing & Inspection:

Manufacturer's shop tests and inspection shall be carried out in accordance with the manufacturer's Standard and the requirements of the Rules and Regulations and the test results and certificates shall be supplied. The test records as mentioned in 1.9 shall be submitted together with the item.

After installation and commissioning, onboard tests / trials shall be carried out as per manufacturer's standard practice and to the satisfaction of Classification societies / other statutory requirements. Any faults found at this stage, shall be corrected to the satisfaction of all related parties before the delivery of the ship.

### 1.6. Guarantee

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

### 1.7. Particulars of the vessel

The principal design characteristics of the vessel shall be as follows:

Length overall : abt. 77.5 m  
Breadth moulded : abt. 16.0 m  
Depth moulded : abt. 5.5 m  
Draft loaded maximum : abt. 3.50 m  
Gross tonnage : 2200 T

### 1.8. Design Conditions

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

Sea water temperature : max. 32° C min. 5° C  
Air temperature outside : max. 40° C min. 10° C  
Relative Humidity : max. 90% min. 50%  
Engine Room temperature : 50° C

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

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

### Electric Power Supply:

The Electric Power supply available onboard is,

415V AC, 50 Hz, 3Φ, 3 wire.

230V AC, 50 Hz, 3Φ, 3 wire / 1Φ, 2wire

24V DC



Any other voltage other than above should be derived by the firm by using necessary built-in arrangement. All type of power supplies requirements with number of feeders and power rating are to be listed out in the offer.

Electrical fittings shall be suitable for tropical and marine environment at an ambient temperature of 50°C.

Electrical fittings, wirings and controls shall comply with the classification requirement and shall meet relevant IEC standard.

### 1.9. Supply of Documents

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

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

- a. General arrangement drawing of equipment showing maintenance space required around the equipment in Auto CAD/Dxf format.
- b. Installation Guide lines/Manuals.
- c. Technical leaflet of the equipment including electrical data.
- d. List of items quoted including service of engineers during commissioning.
- e. List of items if any, not covered in supplier's scope of supply.
- f. List of spares / tools as required and List of recommended spares for operation at different maintenance intervals.
- g. Preliminary documents with description, size, weight, CG, diagram and expected performance curve or data for equipment/accessories.
- h. Preliminary electrical wiring diagram & control block diagram. Power supply requirements and interfacing with other system.
- i. Control panel details, Front facie arrangement, dimensions with schematic diagram and features. Details of equipment mounted control panel, junction box and sensors instrument lay out on the equipment.
- j. Foundation drawing with sizes of bolts and clearances if required for maintenance.
- k. One soft copy of technical offer to be send as an attachment.

#### 1.9.2. Documents to be submitted within 2 weeks after placement of Order/LOI/As per final agreement

- a) Project specific General arrangement drawing.
- b) Installation and commissioning details.
- c) Details of shop tests and inspection for all items.
- d) Project specific Piping schematic diagram with connection details, heat load, etc. as applicable.



- e) Project specific Electrical system block diagram showing cable types, power supply requirements, interfaces to external systems etc.as applicable.
- g) Project specific Internal wiring diagram and logic diagrams of the control / alarm panel and any other panels as applicable in line with the interconnection details (with terminal numbers).
- h) The details of special cables, if any to be used for the system connection.
- i) The mounting details of the Control/ alarm panels and any other panels as applicable.
- j) Location, type and size of the cable glands.
- k) Detail Bill of material.

**1.9.3. Documents to be submitted along with delivery of Machinery and/or Equipment to the Yard (3 sets/ship unless otherwise mentioned)**

- a) Manufacturers Test certificate and Load Certificate as applicable (in 3 copies with original)
- b) Test and inspection results
- c) Packing list (with reference to each item of Bill of Materials )
- d) Instruction, operating and maintenance manuals (3 sets and one soft copy in CD)
- e) Spare parts manual (3 sets)

**1.10 Design support and commissioning engineer:**

Required design support and assistance of OEM experts free of cost for commissioning required number of days not less for a ship as indicated in table belowThe exact date shall be intimated with 10 days' notice.

Sl.No.	Equipment/System	Installation assistance, Commissioning and Trial and Test
1	Work Boat and Davit with all Standard Accessories.	03 days per vessel.

**1.11 General Remarks**

**a. Name Plate (s)/Caution Plate (s) and Instrumentation**

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

**b. Liability**



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

c. Piping Flange /Fittings:

Mating flanges / fittings shall be supplied for all nonstandard connections.

d. Screw Thread

Screw thread shall be in accordance with ISO standard

e. Grease Nipple

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

f. Painting

Painting schedule shall be as per manufacturer's standard.

g. Preservation

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

h. Special Tools

Special tools for installation/maintenance have to be supplied with the equipment.

i. Instruments

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

j. Vibrating

Any unsatisfactory condition resulting from the excitation of a resonant frequency in any equipment by the azimuth thruster or other exciting force shall be prevented.

## 1.12 Place of Delivery

Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 , India



**PRICE BID FORMAT**

Tender Enquiry No:

SL. NO	DESCRIPTION	Qty	UOM	Unit Rate	Total Price
1.	Design , Supply and Commissioning of Work Boat & Davit with all Standard Accessories (As Per Annexure-1)	1	Set		
	<b>TOTAL BASIC PRICE</b>				
2.	Inspection charges. (if any / if Applicable)				
3.	Packing & Forwarding Charges				
4.	Freight Charges				
5.	Other Charges, if any (specify)				
6.	Transit Insurance Charges	By Vendor			
7.	GST (as applicable)				
8.	Currency Quoted				
9.	HSN CODE				
10.	Total Order Value (CIF KOLKATA SEAPORT / FOR HCSL Stores Price)				
11.	Additional Per man-day Service Engineer charges including Local Travel, Boarding, Lodging, Flight Tickets etc. over and above free man-days included in the offer				
12.	Delivery Period required at HCSL stores				

Signature:

Name &amp; Seal, Address of the firm:

**Price Bid Instructions**

1. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
2. Price bid has to be submitted in a separate Cover
3. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of bid.
4. L1 Bidder will be evaluated based on the combined cost of all the line items excluding GST.

**Important Note:**

1. Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.

## GENERAL TERMS AND CONDITIONS

1. Suppliers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. Offer shall be submitted in the prescribed form to M/s Hooghly Cochin Shipyard Ltd (HCSL), Nazirgunge Works, Satyen Bose Road, P. O. Danesh Sk. Lane, Howrah - 711 109, West Bengal at the designated tender box and has to be addressed to The Deputy General Manager (Projects & Operations).
4. 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.
5. Indigenous Suppliers should quote prices for delivery of materials at HCSL store (Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109). Insurance for transit shall be arranged by the vendor.
6. Bidders to note that no advance payment will be made by HCSL against purchase order issued.
7. 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.
8. **Delivery Period:** Delivery period for the items shall be **04 Months** from the date of receipt of Purchase Order.
9. **HCSL terms of payment:**
  - a) 80% of the amount will be released after the completion of delivery at HCSL against the order as per the purchase order, technical specifications, terms and conditions on furnishing bill in triplicate.
  - b) Remaining 20% will be released after successful sea trial of the vessel by owner/class.
10. Materials offered shall confirm to HCSL specification.

**11. 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, ~~not, 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.

#### **12.Liquidated Damage: -**

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

**13. Risk Purchase:** If the supplier fails to supply the items ordered within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.

- a) To terminate the contract with 07 days' notice forfeiting.
- b) To initiate alternate procurement action at the risk and cost of the supplier.

#### **14.Warranty/ Guarantee: -**

Guarantee / Warrantee will be for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier against any manufacturing defects due to bad workmanship and faulty materials, which will be rectified / replaced free of cost.

#### **15. Indian Agent -**

Hooghly Cochin Shipyard Ltd. (HCSL) is a fully owned subsidiary of Cochin Shipyard Ltd (CSL) under ministry of shipping, Govt. of India Enterprise and prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with HCSL, the commission payable by the supplier to such an agency shall be intimated. The Indian agent shall be enlisted with Director General of Supplies and Disposals under the compulsory registration scheme of Ministry of Finance. "If manufacturer's effect supplied through Agents only, authorization in writing from manufacturers in favor of the Agent for supply to HCSL shall be furnished. If Indian Agent submits offers on behalf of foreign manufacturers, copy of the Agency Agreement between them and their mutual interest in the basis to be furnished. In case where an Agent participates in a tender on behalf of a foreign manufacturer with specific authorization from the manufacturer, he should not quote on behalf of another foreign manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. In other words, one Agent cannot represent two suppliers or quote on their behalf in a particular tender. "

**16. Jurisdiction:** All questions, disputes or difference arising under, out of, or in connection with contracts shall be subjected to the exclusive jurisdiction of the Courts at Kolkata, India.



17. Tenders are not invited from border sharing countries with India.

**18. Performance Guarantee:**

Guarantee / Warrantee will be for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier against any manufacturing defects due to bad workmanship and faulty materials, which will be rectified / replaced free of cost.

**19. Security Deposit/ Performance Bank Guarantee:**

Submission of 5% of Order Value towards Security Deposit/PBG within 15 days after issuing PO. SD/ PBG will be returned after 15 months from the date of supply OR 12 months from the date of commissioning of vessels at site whichever is earlier. No interest shall be payable on SD/PBG for the period of its pendency. SD/PBG will be forfeited where the firm fails to meet the contractual obligations.

**20. MSME/NSIC Benefits:**

**A.** The following benefits are extended for all the firms who are registered with district industries center and come under the category of **Micro and Small** Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's orders, 2012, all MSE bidders are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.

- Tender Forms Shall Be Issued Free of Cost.
- Payment of earnest money deposit (EMD) is exempted.
- The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.

**B.** For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate. The below benefit also extended in addition to above.

Waiver of security deposit (SD) for the performance of the contract (3% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (3% of order value by the way of bank guarantee) to be submitted by the firm as applicable.

**B.** This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.

**D.** When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement



shall be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 25% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from district industries center / NSIC, for qualifying in the above criteria.

**E.** In the case of tender item non-splitable or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.

**F.** Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

**21.** Supplier should depute only persons who are entitled for exemption for income tax in India or any site work. In case the supplier does not depute such persons, the tax liability will be to supplier's account.

**22.** Packing Material should be eco-friendly.

**23.** Supplier should follow the statutory requirements of products offered.

**24.** After submission of tender, no unsolicited correspondence will be entertained.

**25.** 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.

**26.** In 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.

**27.** In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

**28.** If an agent submits bid on behalf of the 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.

**29.** HCSL shall be intimated with 7days notice for deputation of Commissioning engineer for commissioning of equipment.

**30.** Additional man-days rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man-days. Additional man-days only applicable after completion of 3 days.



### 31. Cost of Tender and EMD (Earnest Money Deposit):

Tenderers shall deposit an amount of **Rs. 30,000/- (Rupees Thirty Thousand only)** as Earnest Money Deposit (EMD) along with the tender.

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

UNION BANK OF INDIA

SHIBPPUR BRANCH

ACCOUNT NO: 756905010000104

IFSC CODE: UBIN0575691

b) EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded.

c) EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement.

d) EMD deposited with the Client will be forfeited,

i) if a bidder withdraws or modifies his bid during the period of validity specified or

ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.

iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order / commencement of work / submission of Security Deposit.

e) The relevant documents pertaining to the EMD should be enclosed in a separate sealed cover, super scribing the Tender Notice No. with Date in Cover-1. TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

f) **Cost of Tender Form: Rs. 500/- (Including GST)** shall be submitted in the form of Demand Draft, in favour of HCSL Ltd., payable at Kolkata. TENDERS RECEIVED WITHOUT TENDER FEE WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.

For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)

Cdr. P K MISHRA (Retd.)

उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)

हूगली कोचीन शिपयार्ड लिमिटेड

HOOGHLY COCHIN SHIPYARD LIMITED

**Tender conditions for Restriction of bidders sharing land border with India vide  
Office memorandum dt 23.7.2020 Order Public Procurement no 1 dt  
23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020**

A	<b>Requirement of registration</b>
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	<b>Wordings of certificate to be submitted along with tender documents</b>
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable)
2	<b>Wordings of certificate to be submitted along with tender documents for Works Involving possibility of subcontracting</b>
	I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India and on subcontracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	<b>Validity of registration</b>
1	Registration should be valid at the time of submission of bids and at the time of Acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.

C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order – Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"Bidder from a country which shares a land border with India "for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country;or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated ,established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country;or e) An Indian (or other) agent of such an entity;or f) A natural person who is a citizen of such a country ;or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	Type of business entity (Private Limited Company / Public Limited Company / Sole Proprietorship / One Person Company / Partnership / Limited Liability Partnership / Joint Venture / Trust/ NGO) In case of incorporated entity–to attach certificate of incorporation
	Beneficial Owners –as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019–PPD dated 23 <sup>rd</sup> July, 2020.Details of all beneficial owners having entitlement of more than 01% of shares or Capital or profit to be given, in the format as given in Annexure–I duly certified by Practicing Chartered Account in India.

### Tender condition- Preference to Make in India

A	Purchase preference in accordance with Public procurement (Preference to Make in India Order – 2017) Order from Department of Promotion of Industry and Internal Trade P-45021/2/2017/-B.E-IIdt,4.6.2020 and as amended from time to time shall be applicable as per below
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity /local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local Suppliers along with Class II local suppliers shall be eligible to bid.
	Purchase preferences for Class I local suppliers
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II / Non local supplier as per following
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference
C	Local content requirement to categories a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 i.e amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.
1	Class I-Local content equal to or greater than 50%
2	Class II-Local content greater than 20%, less than 50%
3	Non local-Local content less than 20%
D	Declaration of local content
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.

2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/ Chartered accountant (suppliers other than companies) indicating % of local content
3	Verification of the Certificates issued by the bidder shall be carried out by HCSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.

## SPECIAL INSTRUCTIONS FOR TWO BID SYSTEM

### 1. MODE OF SUBMISSION OF TENDERS

Offline Tenders should be submitted in two separate sealed covers superscripted in capital letters as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tenderer.

### 2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Stamped and signed copy of all pages of **tender document** with all supporting document.
- b. ***Signed Copy of un-priced Price bid (Annexure 3) (Price bid without price & with percentage of taxes & duties and details like quoted/Nil/included need to be mentioned for each line item.)***
- c. Techno-commercial check list as per **Annexure 6** with supporting documents if required.
- d. Vendor Details as per **Annexure 7**.
- e. NEFT mandate Form as per **Annexure 8**.
- f. The average Annual Turnover of the bidder should be more than **Rs. 8.33 lakhs** during the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification) (to be supported by necessary documents and to be submitted along with technical bid).

### 3. PRICE PART

In Price Part As per Price Bid format (**Annexure 3**) should be signed and stamped kept in separate cover and submitted strictly as per tender schedule.

4. **Validity:** The offer should be valid for a minimum period of **Four month** from date of Techno-Commercial Bid opening.

5. HCSL reserves the right to alter, modify the scope of supply at their discretion

6. 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.***

7. The Tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

8. Details of optional items, if any, should be indicated under separate heading in the technical

bid and the respective price details should be given in the price bid.

9. After submission of quotation / price opening, no unsolicited correspondence will be entertained.

10. 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. Only 5 days time will be given for closing the clarifications.

11. Price part should be submitted exactly in the Price Format as provided. 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.

12. Check lists, both 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.

13. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.

14. The tender document to be submitted by the bidder in Duly signed and sealed format (one original + 1 Copy).

15. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).



**For Hooghly Cochin Shipyard Limited**

कमांडर पी के मीश्रा (से. नि)  
Cdr. P K MISHRA (Retd.)  
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)  
हूगली कोचीन शिपयार्ड लिमिटेड  
HOOGHLY COCHIN SHIPYARD LIMITED

## TECHNO-COMMERCIAL CHECK LIST

SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in two (2) parts – Techno-commercial & Price.			
2.	Delivery date confirmation to yards delivery schedule.			
3.	Validity of offer – Four (4) month.			
4.	Payment Terms - confirm Tender payment term is acceptable.			
5.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6.	Delivery of items at HCSL store including freight & insurance charges.			
7.	For indigenous suppliers: Have you quoted the rates for delivery at Hooghly Cochin Shipyard (For HCSL store) basis.			
8.	A copy of price offer without price to be included in the techno- commercial offer. Please confirm.			
9.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
10.	Compliance with Pre-qualification criterion.			
11.	L.D. payable as per relevant Clause in the General terms of enquiry.			
12.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
13.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
14.	Warranty/ Guarantee: - Supplier Should furnish Manufacturer test certificate and calibration certificate from competent authority for all line items. All class certificates validity minimum one year from the date of delivery at Hooghly Cochin Shipyard, Nazirgunge. Warranty/ Guarantee certificate of all line items are minimum one year validity.			
15.	Confirm all other terms and conditions of enquiry are acceptable.			
16.	Vendor details to be submitted as per <b>Annexure 7</b>			
17.	Experience in supplying similar items & notarized balance sheet as on 31 <sup>st</sup> March 2023, 2022 & 2021. Supporting document to be submitted along with technical bid.			
18.	Commissioning Engineer charges quoted in Offer.			

**VENDOR DETAILS (to be submitted along with TECHNICAL BID)**

<b>1</b>	Name of Bidder/Firm	
<b>2</b>	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
<b>3</b>	Telephone No./Fax No./Mobile No:	
<b>4</b>	E-mail address:	
<b>5</b>	Names of the contact person & Designation:	1) 2) 3)
<b>6</b>	Type of Entity-Proprietorship/Partnership firm/company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
<b>7</b>	Cost of Tender Details (DD No. Name of Bank)	
<b>8</b>	EMD Details (DD No. Name of Bank)	
<b>9</b>	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
<b>10</b>	Whether the agency has been blacklisted/de barred or given tender holiday or contract terminated before expiry of the contract period by any govt. autonomous bodies/organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (Please tick as applicable) If yes, please furnish details on a separate sheet

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

Place:

Date:

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

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

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

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

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND  
TECHNICAL SPECIFICATION

PAGE 1 OF 1

Tender Name: **Design, Supply and Commissioning of Work Boat and Davit with all Standard Accessories for 2200T DWT Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. (Detailed specification is enclosed separately)**

TENDER NO: HCSL/OPS/SB/TEN/182/2023-24

DATE: 03.11.2023

We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:

**LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)**

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date:

Name &amp; Designation

Seal &amp; Signature

(Company Seal)

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

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

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

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

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

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

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

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

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

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

Place:

Date:

## 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 **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.

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

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

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

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

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

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....(only).
2. This Bank Guarantee shall be valid upto (date)and

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

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

Yours truly,

Signature and seal of the

guarantor:.....

Name of

Bank:.....

Address:.....

Date:.....

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

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

Bid's Reference No. & 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:.....

(Sample Format)

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

L. NO.	ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED	BRIEF DETAILS OF DISPUTE	AMOUNTS INVOLVED (Rs. ....)	PRESENT STATUS	Remarks

SIGNATURE OF BIDDER