

हुगली कोचीन शिपयार्ड लिमिटेड

HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)





Dt. 04.12.2024

Tender No: HCSL/PUR/TEN/2024/052

TENDER NOTICE

Competitive offers 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 technical specification, General Terms and Conditions as attached.

Tender No. & date	HCSL/PUR/TEN/2024/052, Dt. 04.12.2024
Scope of Supply / Work	Supply of IRS grade A angles and bars to HCSL
Type of Tender	Two Bid
Last date & time of receipt of tender	14.12.2024 at 1500 Hrs.
Date & time of opening of technical bid	14.12.2024 at 1530 Hrs.
EMD	Rs. 61,500/- (Rupees Sixty One Thousand Five Hundred only).
Delivery Period	Within 30 Days (from the date of issuance of Purchase Order/LOI).









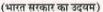








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HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)



वस्येव कुटुम्बकम् ONE EARTH • ONE FAMILY • ONE FUTURE

Name: Girish Gupta

Designation: Asst. Manager (Materials)

Email: girish.gupta@hooghlycsl.com

Phone No: +91 8085278430

Officer - in - Charge

Name: Saikat Biswas

Designation: Dy. Manager (Materials)

Email:saikat.biswas@hooghlycsl.com

Phone No: +91 8250792208

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

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

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)













Bidders are requested to submit the bid by e-mail (Price part password protected) only to the following email address clearly mention the tender reference in the subject line for easy identification.

girish.gupta@hooghlycsl.com saikat.biswas@hooghlycsl.com

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

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

Officer - in - Charge for the above work/supply:

Name: Girish Gupta

Designation: Asst. Manager (Materials)
Email: girish.gupta@hooghlycsl.com
Phone No: +91 8085278430

Name: Saikat Kumar Biswas

Designation: Deputy Manager (Materials)
Email: saikat.biswas@hooghlycsl.com

Phone No: 8250792208

Sd/-

For Hooghly Cochin Shipyard Limited

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

- i. Successful experience for supply of similar material within the last 5 years ending last day of month previous to the one in which applications are invited. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).
 - Similar Supply means: Supply of IRS grade A or equivalent shipbuilding quality grade plates/angles/bars etc with IRS/any IACS member certificates to any State/Central Govt., Shipyards, MNCs within the respective years.
- ii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (Financial Year :2021-22, 2022-23, 2023-24) should be submitted along with the application for prequalification).
- iii. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three (Financial Year: 2021-22, 2022-23, 2023-24).
- iv. Offers from joint ventures/consortium will not be accepted.
- v. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)
- vi. EMD receipt (If applicable).

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Sd/-

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)

Technical Specification

1. SCOPE OF SUPPLY

- 1.1 Supply of ship building quality material as per the grade & quantity mentioned in Section 2 of this document.
- 1.2 The supply shall be made on the basis of number of pieces and sizes mentioned.

2. QUANTITY

As per the Quantity Table in Annexure-2.

3. CONDITIONS OF OFFER

- 3.1 The offer shall clearly specify the Make, exact size of section, thickness, grade against each line of items specified in Quantity requirement table at annexure-2.
- 3.2 Size of all the pieces supplied must be only as per quoted section size and any deviation in supplied dimensions of any piece during delivery shall NOT be accepted and weight corresponding to additional length will not be considered as supply.
- 3.3 The offer should strictly conform to the details indicated in this specification. Any clarification required regarding technical specification should be sought before submission of offer
- 3.4 The supply must adhere to the exact size, length, grade, class, and quantity (in number) specified for each line item in the quantity requirement table. All supplied pieces must confirm to the quoted size, and any deviation in dimensions will NOT be accepted.

4. INSPECTION AND TESTING

- 4.1 Mill Test certificate & Original IRS Approval certificate duly countersigned by IR CLASS to be submitted along with the material at the time of Delivery for each section/lot of sections.
- 4.2 Test certificate must include particulars of Purchaser's name, Purchaser Order Number, Manufacturer Name, Material's Size, Grade, Weight, Mill Serial Number, Heat Number, Cast no., Chemical Composition, Mechanical test results, Supply condition of section and Stamp of IRS.
- 4.3 The above certifications shall be forwarded prior to dispatch of material. Any steel, without certification, will be summarily rejected.

5. Documents to be submitted:

- 5.1 Documents to be submitted along with offer:
- Make / Manufacturer Name, Grade & Size of offered materials.
- Sample Material Test Certificate for Offered Grade for Technical Evaluation.
- 5.2 Documents to be submitted along with delivery of materials to the Yard:
- Mill Test certificate & Original IRS Approval certificate to be submitted along with the material at the time of Delivery.

6. Surface Condition:

• Each Profiles, Solid Round Bars and Solid Square Bars shall be free from Surface defects like rusting, pitting & mill scale intact.

7. Identification:

• Each Profiles, Solid Round Bars and Solid Square Bars shall have following minimum identification marking: Make, Size, Grade and IRS Stamp for each item.

8. Tolerance:

Tolerance in thickness shall be as per any internationally acceptable standards, however negative variation in length and breadth is NOT acceptable.

• Weight tolerance of +/- 5% is acceptable. Delivered material weight will be reverified by HCSL. Weighment measured at HCSL Way Bridge will be treated as Final.

PRICE BID FORMAT

Tender Enquiry No: HCSL/PUR/TEN/2024/052, Dt. 04.12.2024

Subject: Supply of IRS grade A Angles and bars at HCSL.

SI. No.	Material & Grade	Description	Preferred Length (Meter)	Approx Weight (Kg/m)	Total Weight (Kg)	Rate per Kg (without GST)	Amount (Without GST)
1		65x65x6 L	6	5.86	4570		
2	Angles- IRS Grade-A or	75x75x6 L	6	6.80	1636.4		
3	equivalent Grade certified by IRS Grade-A	100x100x6 L	6	9.17	5063.92		
4		100x100x8 L	6	12.10	10597.2		
5		130x130x8 L	6	15.88	2480.16		
6	Square Bar - IRS Grade- A or equivalent Grade certified by IRS Grade-A	25 x 25mm	6	4.895	352.44		
7	Round Bar - SS 316L or equivalent IACS Grade	ø30	6	5.593	302.02		
8		ø12	6	0.885	10.62		
9	Round Bar - IS 2062 Grade-A	ø 2 5	6	3.843	184.46		
10		ø30	6	5.534	1527.38		

11	Round Bar - IRS Grade-A or equivalent Grade certified by IRS Grade-A	ø 5 0	6	15.373	1291.33		
12					Total a	mount (Without GST)	
13						GST %	
14					To	otal amount with GST	
15	Total in Words:						

Price Bid Instructions

- 1. Quotation submitted is inclusive of IRS inspection charges.
- 2. Quotation submitted is inclusive of Supply of materials on FOR HCSL stores basis.
- 3. Quoted items should comply with the technical specification as per Annexure-I.
- 4. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
- 5. Price to be quoted in INR only.
- 6. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
- 7. L1 Bidder will be evaluated based on the combined cost of all the line items excluding GST.

Important Note: Bidder should provide the items offered (with details like percentage of taxes and duties applicable and mentioning "Quoted/Included" - without mentioning the price – termed as "UNPRICED BID") with commercial terms agreed undersigned in company letterhead.

Signature and Seal of the Bidder(s)

SPECIAL INSTRUCTION TO BIDDER

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as PART-I"TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected) indicating the tender number, due date of the tender in the subject of the Mail and addressed to The Assistant General Manager (Materials).

- 2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:
 - I. Specification & Technical Literature, if any.
 - II. Other conditions, if any
 - a. Signed and stamped copy of Scope of supply & Technical Specification (Annexure-1)
 - b. Unquoted Price bid (Annexure-2)
 - c. Special Instruction to Bidder (Annexure-3)
 - d. General Terms and Conditions (Annexure-4)
 - e. Make in India (Annexure-5)
 - f. Deviation List (Annexure-6), if any.
 - g. NEFT Mandate Form (Annexure-7)
 - h. EMD (Annexure-2)
 - i. Vendors details (Annexure-8)
 - j. Self-Declaration Annexure-9)
 - k. Details of Legal Case pending (Annexure-10), if any

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

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

Note:

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

Bidders are requested to submit the bid by e-mail (Price part password protected) only to all three the following email address clearly mention the tender reference in the subject line for easy identification.

girish.gupta@hooghlycsl.com saikat.biswas@cochinshipyard.in

5. The Techno-commercial part alone will be opened initially on the due date and time of tender.

The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course. Password of price bid will require to be shared at the time of price bid opening.

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

For Hooghly Cochin Shipyard Limited

GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2.	Offers are to be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted only through email. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	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.	
4.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered, should be submitted along with part-1 techno-commercial bid. Non receipt of the document may lead to rejection of offers.	
5.	SPECIFICATIONS:- a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	
	b) Materials offered shall conform to HCSL specifications.	
	e) Samples are to be supplied free of cost in the event of requirement by HCSL.	
	d) All items should be supplied as per technical specification with manufacturer certificates.	
6.	Packing materials should be eco friendly.	
7.	Supplier should follow the statutory requirements of product offered.	
8.	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9.	Taxes and duties, if any, payable extra are to be indicated in the price part.	

10.	Delivery time and work duration required for supplies should be indicated in the offer.	
	Delivery: Delivery within 30 days from the date of issuance of PO/LOI. Delivery period shall be clearly indicated in the technical bid. HCSL reserves the full right to accept/reject any offer based on the delivery period	
	Items to be delivered at following address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.	
11.	PAYMENT TERMS: I) 100% upon receipt & acceptance of materials at yard to the complete satisfaction of HCSL Officer-in-charge within 45 days. Payment towards all on account bills shall be normally paid within 45 working days from the date of receipt of error free certified bill by the Officer of HCSL as far as possible.	
	II) The invoice shall be compliant with GST Law. (ii) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed. (Covered under GST Terms and Condition at (B)) (iii) Any debit note/supplementary invoice if any, is to be raised within September month following the respective Financial year or filing of annual return by HCSL, whichever is earlier. (iv) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with Applicable interest and penalty.	
	III) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT//LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid.	
	IV) Bidders to note that no advance payment will be made by HCSL against work order issued.	

12. a) Security Deposit:

- i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties etc.) in the form of demand draft drawn in favor of Hooghly Cochin Shipyard Ltd. towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract. Alternatively, EMD can be converted to part of SD (if applicable) and remaining to be credited to HCSL.
- ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.
- iii) The Bank Guarantee /DD as above should be valid till 90 days after completion of job.
- (iv) Fixed Deposit Receipt (for equivalent amount of Security Deposit required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favor of Hooghly Cochin Shipyard Limited, Kolkata.
- b) SD to be submitted within 10 days of receipt of order from yard.
- c) Format of bank guarantee along with enquiry to be agreed. Placed at **Annexure-11**.
- d) The above SD is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs and above.
- e) If the bidder is not agreeable to submission of SD as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.

13. EMD (Earnest Money Deposit):

Tenderers shall deposit an amount of Rs. 61,500/- (Rupees Sixty One Thousand Five Hundred 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 (Annexure-12) 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

b) EMD furnished by all contractors except the lowest tenderer will be released after issuing purchase order and its acceptance by the bidder to whom the order is awarded. c) EMD of the successful tenderer will be refunded on submission of SD (If applicable) or after complete delivery of the materials to the yard. d) EMD deposited with the Client will be forfeited, if a bidder withdraws or modifies his bid during the period of validity i) 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. **Risk Purchase**: If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following a. To cancel the order partially or full with 15 days notice and to forefeit the security deposit, if any. b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL. c. To initiate alternate procurement action at the risk and cost of the supplier. This clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/warning notice to the firm. 15. Liquidated Damage: In case of delay in supply and execution of job beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the basic price of material delayed, subject to a maximum of 10% of the total basic price of material delayed. (Total basic price is the order value excluding freight, taxes, other charges etc.) However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Risk Purchase clause. 16. Warranty/Guarantee: a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to defective materials and bad workmanship for a period from delivery of items until 12 months from the date of delivery of the ship to Owners OR 24 months from delivery of items to Yard, whichever is earlier. damage/failure occurs within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses.

	b) Further to equipment guarantee, replaced items shall be guaranteed for 12 months	
	from date of replacement.	
	nom date of replacement.	
17.	Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate dispute resolution mechanism can also be considered.	
18.	Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.	
19.	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	
20.	PRICING: All applicable taxes, duties if any etc 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. Bidder should quote prices for delivery of materials at HCSL. 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.	
	Firm shall quote in INR only	
	Comparison of prices will be in INR only	
21.	Validity: a. Prices should be valid for acceptance for a period of two months from the date of tender opening.	
	b. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
22.	Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	

23.	Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	
24.	If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated.	
25.	After submission of quotation/price offer no unsolicited correspondence will be entertained.	
26.		
27.	L1 computation shall be based on total cost of all line items as per tender (excluding GST).	
28.	SUB CONTRACTING AND ASSIGNMENT Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.	
29.	General: a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case-to-case basis, and to include the same during the evaluation of the tender. b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.	
	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only.	
30.	<u>Purchase Order</u> :- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender.	

	b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 7 days. In case HCSL doesn't receive the above, it will be deemed as accepted.	
31.	 INSPECTION: - a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on courier freight prepaid/delivered at HCSL store. b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account. 	
	c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 1 week of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.	
	d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of landing provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
32.	HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
33.	HCSL reserves the right to commercially reject the offer if compliance is not issued to General terms and conditions without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
34.	MSEs, Startups and Make in India: Local Suppliers (Make In India), MSE firms and Start-ups will be eligible for various Relaxation in pre-qualification criteria and other Benefits as per orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxations in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab.	

	Tender condition- Preference to Make in India
	Purchase preference in accordance with public procurement (Preference to Make in
	India Order – 2017) Order from Department of Promotion of Industry and Internal
Α	Trade P-45021/2/2017/-B. E-IIdt,04.06.2020 and as amended from time to time shall
	be applicable as per below
	In the procurement of all goods/services/works in respect of which there is sufficient
1	local capacity /local competition, only Class I Local suppliers shall be eligible to bid
1	irrespective of purchase value
	In the procurement of all goods/services /works which are not covered as above and
2	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
	In the procurement of goods/works covered under 2 above and which are divisible in
В	nature, Class I local supplier shall be eligible for Purchase preference over Class II / Non
	local supplier as per following
	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
1	local supplier within 20% margin shall be invited to match the L1 price for the remaining
	qty and so on. If some quantity is left uncovered on Class I local supplier, such balance
	quantity shall be ordered on L1bidder.
	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
2	II/Non local supplier as per below
	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 matchL1
	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.
3	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
	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.
С	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
1	(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
	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
1	requirement for Class I/Class II as applicable including details of locations at which local
	value addition is made.
	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)
2	/practicing cost accountant/ Chartered accountant (suppliers other than companies)
	indicating % of local content
	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,
3	including other actions as permissible by law.
	Exemption is applicable from provisions of order for purchases with estimated values
4	less than Rs 5.0 lakhs
	Notwithstanding above, exemptions for meeting local content as per relevant Clause
5	of order dt 4.6.2020 and as amended from time to time shall apply.

	E STATEMENT- SPECIAL INSTRUCTION SPECIFICATION	S FOR TENDERERS AND	PAGE 1 OF 1	
Tender Name: S	Supply of IRS grade A angles and bars at HCS	L.		
TENDER NO:	HCSL/PUR/TEN/2024/052			
DATE: 04.12.2	024			
in full compliar the deviations la	firm and truly declare that our Offer / Bid No. nce with the documents issued against the Tend isted below: TIONS (HCSL reserves the right to reject off	der No, e		
Sl. No.	Tender Reference & Description Reasons for Deviation/Remarks			
Name of tenderer: Date: Name & Designation Seal & Signature				
Seal)		(0	Company	

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)

				<u> </u>	
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We certify that	has an Account No.
with us and we confirm that the details give	en above are correct as per our records.
Date:	
Place:	() Authorized official of Bank

Bank Certificate

VENDOR DETAILS (to be submitted along with BID)

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

• (Certified that t	the a	bove inf	formati	ion is	true t	o the	best o	f our	belie	ef and	l int	ormation	
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Date:	
	Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

Place:

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

Bid's Reference No. & I	Date:	
Bidder's Name & Addre	ss:	
Person to be contacted:		
Designation:		
Telephone No.:	Fax No.:	Email:
1. We do hereby do the Public Sector Undertak		been debarred/black listed by HCSL or by any of artment etc.
Undertaking or Governme at any point of time. In such	nt department, and then ch case, we are aware th CSL. Further we are con	acklisted/ debarred by any of the Public Sector HCSL can reject the offer or terminate the contract at, EMD, security deposit, performance guarantee of firming herewith that, any loss that has happened
For and on behalf of the	firm	
(Firms Name & Address)	
(Signature of Authorized Name:	l Signatory)	
Designation		
Phone No.:		
Seal:		
Date:		
Place		

(Sample Format)

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

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

SIGNATURE OF BIDDER

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ WARRANTY GUARANTEE

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		,

HOOGHLY COCHIN SHIPYARD LTD
(Govt. of India Enterprise,)
Satyen Bose Road,
Danesh SK Lane (PO),
Nazirgunge, Howrah,
West Bengal - 711109.
WHEREAS
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

- 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

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liability unde	r this	guarar	ntee,	and we	e hereb	y wa	ive	notice	of a	ıny	such	change,	additio	n or
modification.	We,	the Ba	ank,	further	agree	that a	any	change	e in	the	cons	stitution	of the	said
contractor or	the sa	id bank	k shal	ll not di	scharg	e our l	liabi	ility he	reun	der.				

Notwithstanding anything contained herein:
1. Our liability under this Bank Guarantee shall not exceed(only).
2. This Bank Guarantee shall be valid upto (date)and
3. Weareliabletopaytheguaranteedamountoranypartthereofunderthisbankguaranteeonlyand only if HCSL serve upon us a written claim or demand on or before(validity date).
Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.
Yours truly,
Signature and seal of the
guarantor:
Name of
Bank:

Address:
Date:
<u>1</u>]An amount shall be inserted by the Guarantor, representing the percentage of the Contract

Lipid 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.

BANK GUARANTEE TOWARDS EMD

To
HOOGHLY COCHIN SHIPYARD LTD
(Govt. of India Enterprise,)
Satyen Bose Road,
Danesh SK Lane (PO),
Nazirgunge, Howrah,
West Bengal - 711109.

This deed of Guarantee made on Day ofTwo Thousandbetween HCSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of HCSL having allowed M/s.(herein after referred to as "the Contractor") to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as "the bank") undertake to pay to HCSL on demand the sum of money payable as Earnest Money in respect of the Tender Number......made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by HCSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by HCSL or otherwise commits any breach of the terms and conditions of the tender.

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: Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till HCSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 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 3 months after the said period in which case the same shall be enforceable.

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

Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed -----only).
- 2. This Bank Guarantee shall be valid up to (date) (9 months from the date of issuing the BG) and
- 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before(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:
