



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

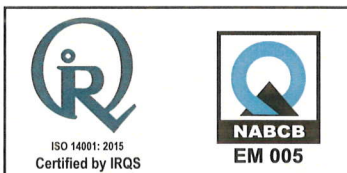
TENDER NOTICE

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/129/2023-24, Dt.- 15.05.2023
Scope of Supply / Work	Supply of Cargo Fittings for 2200T Multi-Purpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
Type of Tender	Two Bid
Cost of tender form	Nil
Earnest Money Deposit (EMD)	Nil
Last date & time of receipt of tender	29.05.2023 at 1500 Hrs.
Date & time of opening of technical bid	29.05.2023 at 1530 Hrs.
Delivery Period	03 Months (from the date of issuance of Purchase Order).
Officer - in - Charge	Name: Sreerag G Designation: Manager (Materials) Email: sreerag.g@hooghlycsl.com Phone No: +91 9916087168 Name: Saikat Kumar Biswas Designation: Deputy Manager (Materials) Email : saikat.biswas@hooghlycsl.com 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, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109** before the due date and time.



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

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. 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. 20 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.16 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Similar Supply means: Supply of Cargo Fittings or Machinery Equipment's or Deck machinery for State/Central Govt., Shipyards, MNCs or similar etc. within the respective years ending last day of month previous to one in which applications are invited.

Note: The value of executed works shall be brought to current costing level by enhancing the actual value of works at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of tender document. HCSL will convert all amounts stated in various currencies to equivalent Indian Rupees (INR) based on the exchange rate at the closing of corresponding financial year (31 March) authorized by State Bank of India.

- i. The average Annual Turnover of the bidder should be more than **Rs. 20 Lakhs** during the last three preceding years. (Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2019-20, 2020-21, 2021-22) should be submitted along with the application for prequalification).
- ii. The Tenderer should enclose copy of Trade License, PAN, GST registration certificate, Income tax returns for last three FY.



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)

The tender documents can be downloaded from HCSL/ CSL website <http://hooghlycsl.com/www.cochinshipyard.com>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.com or <http://www.eprocure.gov.in> and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

Tender administration: Tender procedure/administration/evaluation including correspondences and awarding of contract will be done 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

Phone No: +91 9916087168

Name : Saikat Kumar Biswas

Designation: Deputy Manager (Materials)

Email : saikat.biswas@hooghlycsl.com

Phone No: +91 8250792208

For Hooghly Cochin Shipyard Limited

कमांडर प्रेम किशोर मिश्रा (रि. नि.)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
हूगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

Annexure:

1. Purchase Technical Specification
2. Price Bid Format
3. General Terms & Conditions of Enquiry
4. List of Deviation
5. Techno-Commercial Check List
6. Vendor details
7. Bank Mandate Form
8. Performance Bank Guarantee

PURCHASE TECHNICAL SPECIFICATION FOR SUPPLY OF CARGO FITTINGS

1. REQUIREMENT

Design, manufacture, inspection, testing, packing and supply of CARGO FITTINGS as listed in the quantity requirement table for 2200T MPV

Quantity shown is for ONE (1) vessel.

2. VESSEL

2.1. Type of vessel:

The vessel will have one cargo hold. The ship will be propelled by a medium speed, four-stroke diesel engine, through a reduction gearbox and fixed pitch propeller (FPP).

The vessel will be arranged and equipped for the carriage of project cargo, steel coils, containers, dry cargoes and bulk cargoes such as coal, grain and dangerous goods on world-wide service trade.

2.2. Classification/Rules & Regulations

The vessel shall be designed and constructed under supervision and in accordance with the regulations of IRS for the classification mark:

☞ SUL, "INDIAN RIVER SEA VESSBL - TYPE 4", 'Equipped for Carriage of Containers"

☞ IY "General Cargo Vessel

General cargo ship, Equipped for the carriage of containers, Heavy cargo (7t/m² inner bottom), unrestricted navigation

2.3. Particulars of the Vessel:

Length overall (approx.)	:	78.00 m (max)
Beam Moulded (max)	:	16.00 m (max.)
Depth Moulded	:	5.50 m (approx.)
Speed	:	10.0 knots
Deadweight	:	2200 T
The material used for hull are Steel IRS GR-A,		

3. 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:

- International Convention on Tonnage Measurement of Ships, 1969, as amended
- International Convention of Load line 1966 and protocol of 1988
- M.S (Tonnage Measurement of Ships) Rule, 1987 as amended
- IS Code 2008
- DGS Order No. I 8 of 201 3 - Notification for Construction, Survey, Certification and Operation of Indian River Sea Vessel- Type 1,2,3 &4
- IMO Resolution A.714(17) - Code of Practice for Cargo Stowage and Securing.
- EEDI - MEPC 308 (73), as amended by resolutions MEPC.322(74) and MEPC.332(76)
- IMSBC Code
- IMDG Code
- Merchant Shipping (Control of Anti- fouling System) Rule 2016

4. TECHNICAL SPECIFICATION OF CARGO FITTINGS



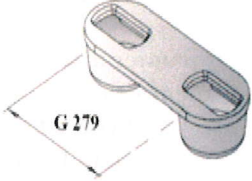
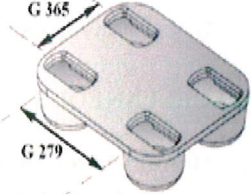
A. REQUIREMENTS OF CARGO FITTINGS

- 1) Items shall be manufactured with reference to the requirements and conditions stated in this technical specification
- 2) All cargo fittings are to be designed and fabricated as per class and statutory requirements.



B. DETAILS OF CARGO FITTINGS

(Table-1)

Sl. No	COMPONENT NAME	QTY./VESSEL	BREAKING LOAD (kN)	CERTIFICATE	REFERENCE IMAGE
1	Flush Twist Lock Pockets Single	20	Tension – 500kN Shear – 420kN	Product Certificate from IRS	
2	Flush Twist Lock Pockets Double (G365)	30	Tension – 500kN Shear – 420kN	Product Certificate from IRS	
3	Flush Twist Lock Pockets Double (G279)	12	Tension – 500kN Shear – 420kN	Product Certificate from IRS	
4	Flush Twist Lock Pockets Quadruple	16	Tension – 500kN Shear – 420kN	Product Certificate from IRS	

Note:

The hull material at the points of these fittings would be Steel GR-A. The proper weldability of these fittings on to the hull should be ensured by the manufacturer.

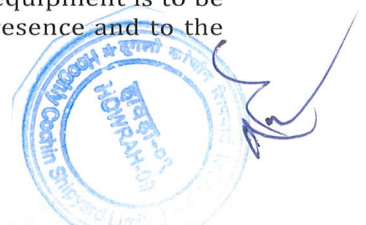
The hull plate thickness at the points of Flush Twist Lock Pockets is 12 mm (minimum), which may be subjected to vary. The manufacturer should ensure the compatibility of their product with the plate thickness.

The edges of Flush Twist Lock Pockets, Flush Lashing Pots and Flush Stacking Sockets to be provided with 45° chamfer for welding to the hull.

Equipped for the carriage of containers, Heavy cargo (7 t/m² inner bottom)

5. TESTING AND INSPECTION

Inspections and tests are to be carried out in accordance with the requirements of the classification society and the builder's practice and quality standards and this specification. All equipment is to be carefully tested after installation on board and before sea trials in the presence and to the acceptance of the Buyer's representatives. Any defective workmanship or unauthorized deviation from the specifications shall be promptly rectified. Schedules for tests to be submitted to Buyer's sufficiently in advance prior to tests. All equipment is to be carefully tested after installation on board and before sea trials in the presence and to the acceptance of the Buyer's representatives.



6. SUPPLY OF DOCUMENTS

Detailed drawings indicating size, weight and material of each item shall be furnished along with the offer. All documents shall be in English and in Metric system and the following documents shall be submitted, where applicable. The drawing approval wherever required by the Classification Society shall be carried out on the manufacturer's responsibility.

- a) Documents with quotation (3 sets)
 - 1) Sample Product Certificate for all the items mentioned.
 - 2) List of items quoted.
 - 3) List of spares/tools, if required.
 - 4) List of items, if any, not covered in your scope of supply.
 - 5) Preliminary documents/drawings with description, detailed dimensions and weight.
 - 6) Compliance Matrix, clearly indicating deviations from the specification issued by HCSL, if any.
- b) Documents within twenty-one days after placement of Order (5 sets)
 - 1) Detailed Bill of Material.
 - 2) Details of shop tests and inspection of all items.
- c) Documents/Certificates to be supplied with each equipment (5 sets unless otherwise mentioned).
 - 1) Product Certificate from IRS.
 - 2) Detailed Packing list.
 - 3) Instruction and maintenance manuals/Brochures (5 sets + 1 CD)
 - 4) Spare parts list, if any.
 - 5) Any other certificate required as per International Regulations in force

7. MISCELLANEOUS

- a) Manufacturer shall bear all responsibility for the Product Certificate, Testing, and Delivery of the equipment to shipyard.
- b) Manufacturer while quoting should provide the cost of each item separately.
- c) Preservation: Recommended method of preservation and names of recommended preservatives shall be indicated. Preservative required for two years storage in the yard shall be supplied with the item. (Relative humidity at Kolkata is around 80%).
- d) Painting to be as per manufacturer's standard.

8. SPARE PARTS, INVENTOREIS AND TOOLS

- a) Hand tools including special tools, if any.
- b) Each part or set of parts shall be individually packed and protected against dampness.
- c) The spare parts, if any, shall be supplied in a box.

9. GUARANTEE

As per HCSL commercial terms and conditions.

10. Place of Delivery:

Hooghly Cochin Shipyard Ltd (HCSL)
Satyen Bose Road, Danesh Sk. Lane (PO)



Nazirgunge, Howrah
West Bengal, PIN -711109
India.

NOTE:

Notwithstanding any omission in this specification, all items/features required as per class rules/statutory regulations, safe working and good shipbuilding practice shall be included in the offer by the bidder.



PRICE BID FORMAT

SL. NO	DESCRIPTION	Qty (a)	UOM (b)	Unit Rate (c)	Total Price (a) × (c)
1.	Flush Twist Lock Pockets-Single	20	No		
2.	Flush Twist Lock Pockets Double (G365)	30	No		
3.	Flush Twist Lock Pockets Double (G279)	12	No		
4.	Flush Twist Lock PocketsQuadruple	16	No		
	TOTAL BASIC PRICE				
5.	Classification Society Inspection charges. if any				
6.	Packing & Forwarding Charges / FOB Charges / CIF Charges				
7.	Freight Charges				
8.	Other Charges, if any (specify)				
9.	Transit Insurance	By Vendor Scope			
10.	GST (as applicable)				
11.	Currency Quoted (INR/USD/EURO)				
12.	HSN CODE				
13.	Total Order Value (CIF KOLKATA SEAPORT / FOR HCSL STORES PRICE)				
14.	Delivery Period required at HCSL stores	Within 3 months from the date of PO			

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 the bid.
4. L1 will be evaluated based on combined cost of all the items excluding Taxes.

Important Note:

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.

Signature:
Name & Seal, Address of the firm:

GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of noncompliance, 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 furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 4), should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders. Non receipt of the document may lead to rejection of offers.	
	Spare/Tool requirements to be confirmed, if applicable i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard ii) The same shall be included in offered costs and shall be a part of L1 evaluation.	
4	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 and drawings. c) The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
6	Packing materials should be eco-friendly.	
7	Supplier should follow the statutory requirements of product offered.	
8	Products supplied shall be nontoxic 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 a re to be in techno commercial part and price part (in the case of 2 bid tender).	
10	MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.in) under the Tenders tab for further reference.	
11	<u>Delivery Period:</u> a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.) Please note, required date at HCSL are as follows: b. The supplier shall submit all the drawings for approval from HCSL within 15 days from the date of PO and HCSL has forward the drawing approval within 15 days thereafter. Material required date at HCSL is within 3 months from the date of issuing PO	
13	<u>SHIPMENT</u> a. Supplier shall intimate HCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment. b. A minimum 14 days free detention period is to be granted for clearance of the goods at Kolkata seaport, as applicable for full containers.	

14	<p><u>PAYMENT TERMS:</u></p> <p><u>a. For Supply of material:</u></p> <p>HCSL payment term is 90% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of items at HCSL stores after inspection and balance 10% on satisfactory completion of installation certified by HCSL.</p>	
	<p>b. 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. Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.</p>	
	<p>c) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (i.e till completion of supplies or for a period as specifically agreed + 90 days). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid</p>	
	<p>d) For deviation in Payments terms from HCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
	<p>e) Part payment shall be considered only if specifically agreed against partial supplies.</p>	
15	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u></p> <p>i.) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favor of Hooghly Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause</p> <p>iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/PBG 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.</p>	
	<p>b) SD to be submitted within 2 weeks of receipt of order from yard.</p>	
	<p>c) Format of bank guarantee along with enquiry to be agreed, in general</p>	
	<p>d) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank (for overseas bidders)</p>	
16	<p><u>Risk Purchase:</u> If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.</p>	
	<p>a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any.</p>	
	<p>b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL</p>	
	<p>c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase 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.</p>	
17	<p><u>Liquidated Damage:</u></p> <p>In case of delay in supply of ordered materials 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</p>	

	equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed-in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per clause 16.	
18	<u>Guarantee</u> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period of 12 months from the date of delivery of the ship to Owners OR 18 months from the date of delivery of items to Yard, whichever is earlier. Should such damage/failure occurred 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/repared items shall be guaranteed for 12 months from date of repair/replacement.	
19	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, India. Alternate dispute resolution mechanism can also be considered.	
20	<u>Force Majeure condition:</u> 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.	
21	<u>Indian Agent:</u> a) Hooghly Cochin Shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.	
	b) If manufacturers affect the supply through Agents only, authorization in writing from manufacturers in favor of the Agent for supply to HCSL shall be furnished.	
	c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.	
	d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.	
	e) 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	
22	<u>PRICING:</u> a. Overseas firms should quote prices both on FOB and C&F Kolkata Seaport terms. Indigenous bidders should quote prices for delivery of materials at HCSL stores. Insurance shall be to HCSL scope.	
	b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders.	
	c. Offer to be submitted in USD/INR currency Generally. Indian Firms shall quote in INR only.	

	d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid	
	e. Prices should be valid for acceptance for a period of four months from the date of tender opening.	
	f. 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.	
	g. 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.	
	h. 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.	
	i. 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 CSL, the tender is liable to be rejected and the same shall be intimated.	
	j. After submission of quotation/price offer no unsolicited correspondence will be entertained.	
	k. 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.	
	l. HCSL reserves the right to place order to the techno-commercially qualified lowest bidder in full	
	L1 computation shall be based on total cost of all items, including cost of Class/certification charges, if any required (excluding GST/IGST). For all import consignments directly imported in HCSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.	
23	<u>Integrity Pact:</u> As per Government of India (Central Vigilance Department), HCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)	
24	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.	
25	<u>General:</u> 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.	
26	P.O:- 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 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted.	
27	SUPPLY:- a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. The customs clearance charges of above shall be to supplier account.	
	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 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.	
	d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault 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.	
28	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.	
29	HCSL shall, at its own discretion and costs opt for obtaining credit information report on supplier's financial credentials through credit rating firms. The same shall also be considered as criteria for commercial evaluation. In the event supplier's credit rating is not at least satisfactory, offer will be summarily rejected.	
30	Public procurement policy as per order No. D.O. No. P-45021/2/2017-PP (BE-II) (E-1588) by Department for promotion of Industry and Internal Trade Ministry of Commerce & Industry is applicable for this tender	
31	HCSL reserves the right to commercially reject the offer if compliance is not issued to terms at Sl. No.14, 15, 16, 17 & 18 without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
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		
32.A	Requirement of registration	

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 turnkey contracts, contractors shall not be allowed to sub contract 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	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting	
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting 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 subcontract 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	Validity of registration	
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 hereinbefore, 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 23rd 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.	
	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 Trade P - 45021 /2/2017/- B.E -II dt 4.6.2020 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 local capacity/local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value	

	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	
33	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	
	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.	
	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	
	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	
	Local content requirement to categorize 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 ie 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.	
	Class I -Local content equal to or greater than 50%	
	Class II-Local content greater than 20%, less than 50%	
	Non local -Local content less than 20%	
	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 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) /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, including other actions as permissible by law.	
	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
	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.	

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION		PAGE 1 OF 1
Tender Name: Supply of Cargo Fittings for 2200T Multi-Purpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.		
TENDER NO HCSL/OPS/SB/TEN/129/2023-24,		DATE: Dt.- 15.05.2023
<p>We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:</p> <p>LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)</p>		
Sl. No.	Description / Tender Reference	Reasons for Deviation
<p>Name of tenderer: _____</p> <p>Date: _____ Name & Designation _____ Seal & Signature _____</p> <p style="text-align: right;">(Company Seal)</p>		

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 your offered mode of payment			
5.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6.	Delivery of maintenance 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 furnished 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 Annexure 5			
17.	Experience in supplying similar items & notarized balance sheet (2021, 2020, 2019) Supporting document to be submitted along with technical bid			

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity-Pro praetorship/Partnership firm/company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	Cost of Tender Details (DD No. Name of Bank)	
8	EMD Details (DD No. Name of Bank)	
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	Whether the agency has been blacklisted/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

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

Permanent Account No. (PAN)

[illegible]

Particulars of Bank Account

a. Name of the Bank

[illegible][illegible]

b. Name of the Branch

[illegible][illegible]

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

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(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)

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

[illegible]

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

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To

HOOGHLY COCHIN SHIPYARD LTD
SATYEN BOSE ROAD, NAZIRGUNGE
P.O. DANESH SK. LANE
HOWRAH-711109
WEST BENGAL, INDIA.

WHEREAS (Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No.....Dated:.....to execute (Name of Contract and brief description of works) (hereinafter called "**the Contract**"). AND WHEREAS it has been stipulated by **HOOGHLY COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**HCSL**") in the said contract that the Supplier shall furnish **HCSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

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

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 up to 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 up to (date) and

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

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

Yours truly,

Signature and seal of the

Guarantor :.....

Name of Bank:.....

Address:

Date:.....

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