



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) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Work, General Terms and Conditions and Special Terms attached.

TENDER NO. & DATE	HCSL/OPS/SB/TEN/2024/050, DT.- 29.11.2024
NAME OF WORK	MOORING OF 06 NOS HYBRID ELECTRIC ALUMINUM CATAMARANS TO YARD PONTOON JETTY AT HCSL NAZIRGUNGE UNIT, HOWRAH, W.B
TYPE OF TENDER	TWO BID
COST OF TENDER	NIL
EARNEST MONEY TO BE DEPOSIT	Rs. 30000.00
LAST DATE & TIME OF RECEIPT OF TENDER	10.12.2024 UP TO 15:00 HRS.
DATE & TIME OF OPENING OF TENDER	10.12.2024 UP TO 15:30 HRS.
SPECIAL INSTRUCTIONS TO BIDDERS	BIDDERS HAVE TO VISIT THE SITE BEFORE BIDDING TO CHECK THE LOCATION OF THE WORK ALONG WITH SCOPE.
OFFICER - IN - CHARGE	NAME : SIDDHARTH MOHANTY DESIGNATION : Manager (Marine& Central Services) EMAIL : siddharth.mohanty@hooghlycs.com PHONE NO : +917489858690

Tender reference should be clearly indicated on top of the envelope.

Sealed tenders in Two Bid cover system (Prequalification cum Technical and Price Bid) addressed to **The AGM (Material & Planning)** shall be dropped in the HCSL tender box or by 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.

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

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)



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

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

Previous experience in Mooring of Vessels for shipyards or Port within the past 3 years ending last day of month previous to one in which applications are invited.

Contractor shall submit the valid proof like Work Orders, Work Completion certificates for the work carried out against the work credentials.

- i. The average Annual Turnover of the bidder should be **at least Rs. 8 lakhs** during the last three preceding years.
- ii. **Bidders have to visit the site before bidding to check the location of the work along with scope. It is mandatory to enclose the site visit slip along with tender document.**
- iii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (FY 2021-22, 2022-23, 2023-24) should be submitted along with the application for prequalification).
- iv. The Tenderer should enclose copy of EPF (if applicable), ESI (if applicable), PAN, GST registration certificate,
- v. Income tax returns for last three years(A copy of the same shall be submitted along with the application for issue of tender document)
- vi. Offers from joint ventures/consortium will not be accepted.
- vii. Net worth of the contractor must be positive as per the latest balance sheet.
- viii. The contractor must have a registered office at Howrah/Kolkata & the detail of the same should be provided along with the bid.

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.

For Hooghly Cochin Shipyard Limited



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For Hooghly Cochin Shipyard Limited



Signature and Seal of the Bidder(s)

A. PRINCIPAL PARTICULARS OF THE VESSEL:

The preliminary principal dimensions of the vessel shall be as follows:

Length Overall (Hull)	: 24.8 m approx.
Breadth (mld.)	:6.40 m approx.
Breadth of Demi Hull (mld.)	: 2 m approx.
Freeboard	:0.8 m approx.
Mean Draught (mld.)	:0.9 m approx.
Air draft	:4.3 m approx

B. Tentative Launching Schedule

VESSEL NO	TENTATIVE LAUNCHING DATE
1	29-Dec-24
2	30-Dec-24
3	30-Jan-25
4	31-Jan25
5	27-Feb-25
6	28-Feb-25

- The dates mentioned above are tentative & actual work commencement intimation will be given to the contractor 72 hours prior to work execution.
- The complete job per vessel to be completed in one day.

C. Scope of Work

II. Contractors Scope of Work

Sl. No.	Work Description
1	Mooring of 06 Nos Hybrid Electric Aluminium Catamarans Vessels from outside Slipway Gate to Yard pontoon outfit jetty.
2	Arrangement of Mooring Support Launch Boat to assist Safe movement of 06 Nos Hybrid Electric Aluminium Catamarans to Yard pontoon outfit jetty.

- Arrangement of Mooring Support vessel. Mooring Support Vessel shall be with sufficient fenders required for Mooring of Vessel.
- Releasing of Slings & Shackles from Cradle after lowering of cradle in the Slipway Dock Mouth.
- Mooring of the vessel on Capstans/Bollards on the Slipway Dock Mouth.
 - Holding the vessel in Position with the help of Mooring Ropes.
 - Mooring of the vessel on Mooring Support Vessel.
 - Cold movement of the vessel from the slipway to Outfit Jetty
 - Placing of fenders alongside pontoon on Outfit Jetty.
 - Retrieval of Mooring Ropes, & rigging of cradle with wire ropes.
 - Releasing of Mooring Support Vessel.
 - Any requirement of fuel, consumables, grease, maintenance etc., required for any of the Contractor's equipment.
 - Any transportation of men & material to & fro from the HCSL site.



- i) Manpower required carrying out the work.
- j) Safety of the contractor workmen inside/outside HCSL premises engaged.
- k) Insurance or any statutory requirements of manpower engaged in the work.
- l) Permissions: Any permission required to be taken from KOPT or any other statutory organization prior commencing of job.

III. HCSL Scope of work

- a) Any permits/Gate-pass required to work in HCSL premises.
- b) Yard facilities like Electricity & Compressed Air required for the job.
- c) Mooring Ropes will be in HCSL Scope.
- d) Fenders required to be placed between pontoons at outfit jetty & Hybrid Electric Aluminum Catamarans Vessel will be in HCSL Scope.
- e) Shifting of Vessel near to Slipway Gate.
- f) Arranging of Spreader beam.
- g) Rigging of Shackles, Slings to the spreader beam.
- h) Lifting of Spreader beam with 50T Crane in Slipway.
- i) Securing of Vessel to the Cradle.
- j) Rigging of Vessel along with cradle to Spreader Beam.
- k) Lifting of Vessel with 50T crane along with cradle with the help of spreader beam.
- l) Lowering of Vessel along with cradle outside dock mouth.

D. BRIEF DESCRIPTION OF WORK

- a) Hybrid Electric Aluminum Catamarans Vessel will be secured on the Cradle by HCSL Team. The Hybrid Electric Aluminum Catamarans Vessel will be shifted near to the Slipway gate by 50T Crane with the help of spreader beam by HCSL Team. Necessary slings and shackles will be provided by HCSL.
- b) Lowering of Hybrid Electric Aluminum Catamarans Vessel along with Cradle, outside slipway dock gate by HCSL Team.
- c) Tying of Mooring Rope on the Aluminum Catamarans Vessel & tying of mooring rope on the mooring support vessel by the contractor.
- d) Operation of both the Capstans (if required) by HCSL Team & Handling of Mooring ropes by Contractor team.
- e) Pulling of Vessel by Mooring Support Vessel during high tide post floating of Vessel by Contractor team.
- f) Placing of fenders on the outfit jetty by HCSL.
- g) Mooring of Hybrid Electric Aluminum Catamarans Vessel to outfit jetty.
- h) Securing of Hybrid Electric Aluminum Catamarans Vessel & releasing of Mooring Support vessel
- i) Retrieving of cradle, mooring ropes, etc & placing near to the Slipway (HCSL will operate the crane and the necessary securing shall be done by the contractor during retrieving).
- j) Washing of cradle by HCSL.

E. LOCATION OF WORK:

Hooghly Cochin Shipyard Limited
Satyen Bose Road, P.O. Danesh Sk. Lane,
Nazirgunge, Howrah-711109,
West Bengal, India



F. SAFETY OF PERSONNEL

- a) The contractor shall be entirely responsible for the safety of all personnel employed by them inside/outside HCSL premises and should ensure all staffs are adequately covered under ESIC/insurance.
- b) All personnel may require visiting production area with HCSL premises frequently. The contractor shall provide all PPEs required for commencing the job. Only full body harness as & when required will be provided by HCSL.
- c) HSE guidelines issued by HCSL from time to time shall be followed by the contractor.
- d) If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.

G. VALIDITY OF CONTRACT

Once the contract is awarded, the price offered and mutually agreed shall remain firm for 06 months from placement of order or till completion of work (whichever is later) and no escalation in labour, transportation cost etc. shall be allowed by HCSL on whatsoever reason thereafter



Price Bid Format

Sl. No.	Work Description	UOM	Qty	Unit Rate per vessel excl GST
1	Mooring of Hybrid Electric Aluminium Catamarans Vessels from outside Slipway Gate to Yard pontoon outfit jetty.	AU	1	
2	Total Cost per Vessel excl. GST			
3	Total GST amount per vessel (INR)			
4	Total Amount incl. GST per Vessel (INR)			
5	Total Amount incl. GST for all 06 Vessel (INR)			
6	Total Amount incl. GST (in Words) per vessel			
7	Total Amount incl. GST (in Words) for all 06 Vessel			

Price Bid Instructions

1. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected.
2. L1 Bidder will be decided without considering Taxes.
3. Rate agreed upon as per quotation shall remain firm for 06 months from placement of order or till completion of work (whichever is later).
4. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested / duly signed by the bidder. In the case of error in multiplication / addition in amount calculated, unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.

Seal & Sign. of the Bidder

GENERAL TERMS & CONDITIONS

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. 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.
4. All applicable taxes, duties, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
5. GST should be indicated separately and shall be paid extra as per Govt. of India rules.
6. ESIC/Insurance of Manpower engaged in the work will be in Vendor's scope.
7. Contractors to note that no advance payment will be made by HCSL against work order issued.
8. The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service. HCSL reserves the rights to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, HCSL shall not be liable for any payments, dues, wages and salaries of the personnel deployed by the firm.
9. The Contractor should furnish their registration code, ESI/PF/PAN/GST numbers issued by competent authorities if any. The supporting documents for the same may have to be submitted to HCSL in the event of requirement. HCSL reserves the right for the deduction of ESI/PF from the bill or invoice, if required.
10. Necessary Insurance Coverage for the contractor's materials / equipment / vehicle including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
11. The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between HCSL and firm / its personnel.
12. HCSL reserves the right to reject any Workmen provided by the contractor who:
 - a. Fails to meet the criteria for qualification/attributes.
 - b. Is unable to meet the requirements of job profile mentioned.
 - c. Misbehaves or disobeys any superior person placed above him for the discharge of his work.
 - d. If mentally or physically unfit



- e. Involved in use of any kind of narcotics drugs / alcohol / smoking etc inside HCSL premises.
f. Involved in any illegal activities.
13. The contractor or the employee engaged by the contractor are strictly banned from use of any kind of narcotics drugs / alcohol / smoking etc inside HCSL premises and any illegal activity by the work men should be reported to the Officer in Charge without delay and the contractor shall remove such persons from yard premises.
14. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to laborers, working hours, and prior to quoting the rates. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
15. Any loss / damage sustained by HCSL on account of any negligent act of the contractor or the employee engaged by the contractor will be fully recovered from the contractor.
16. Hooghly Cochin Shipyard Ltd will not take responsibility for any liabilities caused by the contractor in respect of the vehicle's tax, insurance, road permit, accident, penalties by authorities etc., or will not compensate part or full whatever may be the reasons.
17. The contractor shall be solely responsible for the consequences arising out of any loss, damage or accident caused by the contractor or the employee engaged by the contractor while on duty. Any labour issues with workers have to be settled by the contractor himself. HCSL will not have any responsibilities for any issues between contractor and their employees.
18. Contractors 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. During the evaluation of tender HCSL Officer-in-Charge may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
19. HCSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
20. The firm should not subcontract the work in part or full if awarded the contract by HCSL.
21. HCSL will not provide canteen facility to contractor workers as per company policies and subsidies. Contractor workmen may avail facility as per actuals at canteen rates.
22. Contract shall be executed as mentioned in scope of work or as decided by Officer-In Charge. Failing which, HCSL has the right to cancel the Work order with 7 days notice and initiate alternative arrangements at the risk and cost of the contractor.
23. It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/S Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.
24. **MSE/NSIC BENEFITS:**
- a. The following benefits are extended for all the firms who are registered with District Industries Center and come under the category of **Micro and Small** Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's orders, 2012, all MSE contractors are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.
- Tender Forms Shall Be Issued Free of Cost.
 - Payment of earnest money deposit (EMD) is exempted.
 - The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.
- b. For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit also extended in addition to above.
- Waiver of security deposit (SD) for the performance of the contract (5% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate.
- c. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.



- d. MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's by bringing down their price to L1 price where L1 is non MSE's, considering spirit of policy for enhancing the government procurement from MSE's
- e. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P and G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.
25. Bidder has to submit the price bid as mentioned in the format (**Annexure-2**) only other wise bid will be rejected.
26. 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". Else it is presumed that the bidder is complying with all terms and conditions of the tender.
27. Validity of offer has to be for a period of 3 months from the date of techno commercial opening. In the event, on HCSL request, validity of the tender shall be extended.
28. **SECURITY DEPOSIT:**
- a) The successful bidder shall remit a security deposit of 5% 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 within 15 days.
- b) Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.
- c) The Bank Guarantee /DD as above should be valid till 60 days after completion of job/ contract period.
- d) 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
- e) This SD will be returned 30days after successful completion of the contract & no interest shall be payable on SD for the period of its pendency.
- f) SD will be forfeited where the contractor fails to meet the contractual obligations.
- g) Bidders with valid registration under NSIC/MSE category are also entitled for all privileges, concessions, relaxations etc. stipulated by relevant Govt. orders in this regard.
- h) In case if the contractor fails to pay the SD on time, the SD amount will be deducted from the first invoice of the contractor without any prior information.
29. **JURISDICTION:** Any disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Kolkata, West Bengal, India.
30. **FORCE MAJEURE CONDITION:** Should failure in performance of the contract or part thereof arise from war insurrection, restraint 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.
31. **STATUTORY CONDITIONS AND LABOR LAWS**
- a) The firm must comply with statutory requirements, like ESI/EPF etc., and other labor laws/regulations in force and as amended from time to time.
- b) Under no circumstances HCSL will be responsible for any statutory compliance related to Labor, Central/State Government if any.
- c) **The contractor shall provide the minimum wage rate of the Central Government & submit the bank statement of wage payment along with the bill.**



32. **INDEMNITY CLAUSE**

The firm shall indemnify HCSL and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against HCSL directly or indirectly by reason of:

- a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
- b) Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

For Hooghly Cochin Shipyard Limited



SPECIAL TERMS & CONDITIONS

Annexure - 4

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

- a) **Cost of Tender form: NIL**
- b) Tenderers shall deposit an amount of **Rs 30000/- (Thirty Thousand only)** as Earnest Money Deposit (EMD) along with the tender.
- c) The EMD can be remitted in the form of Demand Draft (DD) / Banker's Cheque / Fixed Deposit Receipt (FDR)/ Bank Guarantee drawn in favor of "Hooghly Cochin Shipyard Limited" 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 -

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

- d) EMD furnished by all contractors except the lowest tenderer will be released after issuing work order and submission of SD and its acceptance by the contractor to whom the work is awarded.
- e) EMD of the successful tenderer will be refunded after remittance of the security deposit and acceptance of the order. Alternatively, EMD can also be converted as a part of Security deposit & remaining amount to be submitted on placement of Order.
- f) EMD deposited with the Client will be forfeited,
 - If a contractor withdraws or modifies his bid during the period of validity specified or
 - If the successful contractor fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
 - 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.
- g) The relevant documents pertaining to the EMD should be enclosed in a separate sealed cover, super scribing the Tender Notice No. with Date in Cover-1. **TENDERS RECEIVED WITHOUT EMD WILL NOT BE CONSIDERED AT ALL FOR FURTHER EVALUATION.**

34. PAYMENT TERMS:

- a. **Payment will be made for each vessel separately.**
- b. Payment shall be made after successful completion of work against invoice in triplicate supported by work completion certificate / work logbook duly certified by the Officer-in-Charge of HCSL.
- c. Contractor shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the contractor. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- d. The invoice to be raised on Officer in-charge, Hooghly Cochin Shipyard Limited, Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.
- e. Payment will be released tentatively within 30 days from the date of submission of bill duly certified by the authorized HCSL representative. Delay of accepted bills will lead to delay in processing of payment.



35. LIQUIDATED DAMAGES

- i. Liquidated Damages will be levied at the rate of 1% of order value of delayed ship-set subject to max of 10%.
- ii. HCSL shall be at liberty to adjust or deduct the said amount of liquidated damages (and not by way of penalty) from any amount due to the contractor including Security Deposit.
- iii. When the delay is not a full week or in multiples of a week and involves a fraction of a week, the LD payable for that fraction shall be proportional to the number of days involved.

36. FAIL IN EXECUTING THE CONTRACT

If the contractor fails to commence the work in time, as per the terms in work order or violate any other terms & conditions of work order, HCSL shall have the following rights.

- a. To terminate the contract within 7 days of notice forfeiting the Security deposit.
- b. To initiate alternative arrangements at the risk and cost of the contractor.

If the firm's performance is found not satisfactory with regard to the progress of work, quality, and time factor, labour dispute with their workers, poor safety record, the contract shall be terminated with 7 day notice and no claim whatsoever will be entertained in this regard from the firm.

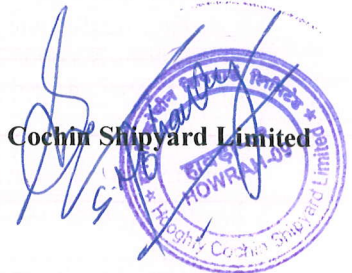
37. MODE OF SUBMISSION OF TENDERS

- a) Sealed tenders in Two Bid cover system (Prequalification cum Technical and Price Bid) addressed to **The AGM (Planning & Procurement)** shall be dropped in the HCSL tender box or by 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.**
- b) Techno Commercial part should contain following details.
 - Stamped and signed copy of all pages of tender document and corrigenda (if any) with all supporting document
 - Check list as per **Annexure-5**
 - Vendor details as per **Annexure-6**
 - NEFT Mandate Form as per **Annexure-7**
 - List of deviation as per **Annexure-8**
 - Form of Bank Guarantee towards EMD as per **Annexure-9**
 - Format of security Deposit as per **Annexure-10**
 - Form of Self Declaration as per **Annexure-11**
 - Form of Legal Cases as per **Annexure-12**
 - Undertaking as per **Annexure-13**
 - Site Visit Slip as per **Annexure-14**
- Signed copy of un-priced Price bid (**Annexure-2**) (Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included need to be mentioned for each line item)
- c) EMD to submit along with Tender documents otherwise Bid will be rejected.
- d) In Price Part as per Price Bid format (Annexure 2) should be signed and stamped and separately uploaded only in the designated space. If Price bid is merged with technical documents, it directly leads to rejection of offer.
- e) The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. **Tenderers shall not be allowed to attend the Techno commercial bid opening.**
- f) After submission of quotation / price opening, no unsolicited correspondence will be entertained.
- g) Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
- h) Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
- i) Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).
- j) Price part of technically acceptable offers only will be considered for opening.



- k) The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
- l) Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- m) All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
- n) All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.

For Hooghly Cochin Shipyard Limited



CHECKLIST

TECHNO-COMMERCIAL CHECK LIST				
SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1	Submission of Tender in Single Envelope – Techno-commercial & Price			
2	You have read & understood the complete scope of work, terms & conditions of the tender			
3	EMD submitted with the Bid			
4	Site Inspection Slip submitted with the Bid			
5	Validity of offer – three (3) months			
6	Payment Terms - confirm your offered mode of payment			
	Payment shall be made post successful completion of work against invoice in triplicate supported by Work Done Certificate, ESIC/EPF duly certified by the Officer-in-Charge of HCSL.			
7	ITR, Balance Sheets, Profit & loss statement for FY 2021-22, 2022-23 & 2023-24 submitted with the Bid			
8	Rate agreed upon as per quotation shall remain firm for 06 months from placement of order or till completion of work (whichever is later).			
9	A copy of price offers without price to be included in the techno- commercial offer. Please confirm.			
10	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer?			
11	Compliance with Pre-qualification criteria			
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	You should furnish appropriate certificate/paper. (Refer Annexure 2)			
15	Confirm all other terms and conditions of enquiry are acceptable.			
16	MSME/NSIC, if yes document required along with technical bid, in relevant sector			
17	PAN, GST certificate submitted with the Bid			
18	Vendor details to be submitted as per Annexure 6			
19	ESIC/EPF Registration Cert. (As applicable)			
20	Contractor should have average annual turnover at least Rs. 8 lakhs during the last three preceding years, if yes supporting document to be submitted along with technical bid.			
21	You have read & understood all the Terms & Conditions of the tender			

VENDOR DETAIL

1	Name of the Contractor/Firm	
2	Registered office Address of Company/Firm	
3	Local office address at Kolkata/Howrah (if held):	
4	Telephone No./Fax No./Mobile No	
5	E-mail address	
6	Names of the contact person & designation	(i) (ii) (iii)
7	Name & contact detail of the concerned person who is dealing with this tender	Name:
		Contact number:
8	Type of Entity - Proprietorship/ Partnership firm/ Company/ NSIC/ MSME Category etc. <i>(Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)</i>	
9	PAN Card Number	
	GST Registration Number <i>(GST certificate to submitted along with the technical bid)</i>	
	EPF Registration No. <i>(EPF registration certificate to be submitted along with the technical bid)</i> <i>Note: In case firm does not have EPF registration reasons thereof to be indicated</i>	
	ESI Registration No. (If applicable) <i>(ESI registration certificate to be submitted along with the technical bid).</i> <i>Note: In case firm does not have ESI registration reasons thereof to be indicated</i>	
	Copy of License if applicable	
10	EMD Details (DD No. Name of Bank)	
11	Whether the agency has been blacklisted/de barred or given tender holiday or contract terminated	Yes/No

before expiry of the contract period by any govt. autonomous bodies/organizations where contractor has provided services earlier due to deficiencies in service or misconduct etc.

(Please tick as applicable)

If yes, please furnish details on a separate sheet

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

Place:

Date:

Signature of Contractor/Authorized signature of firm/agency:

Name of Contractor or authorized signatory of firm/agency:

Designation:

Sign & seal of contractor:

NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form

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

- 1) Vendor Name
- 2) Vendor Address with Phone No
- 3) Vendor Code
- 4) Permanent Account No. (PAN)
- 5) Particulars of Bank Account
 - a. Name of the Bank
 - b. Name of the Branch
 - c. Branch Code
 - d. NEFT Code of the Bank
 - e. City Name
 - f. Branch Location
 - g. Branch Telephone No.
 - h. Bank IFSC Code
 - i. 9-Digit MICR Code

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

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

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

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

(.....)
(Seal & Signature of the contractor)

Note: Please attach a cancelled cheque along with the form

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION		PAGE 1 OF 1
Tender Name: MOORING OF HYBRID ELECTRIC ALUMINUM CATAMARANS TO YARD PONTOON JETTY AT HCSL NAZIRGUNGE UNIT, HOWRAH, W.B		
TENDER NO: HCSL/XXX/XX/XX/XXX/20XX-XX, Dt.- XX.XX.2024		
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:		
LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)		
Sl.No.	Description / Tender Reference	Reasons for Deviation
Name of tenderer:		
Date:	Name & Designation	Seal & Signature (Company Seal)

Note: Mention "Nil Deviation" if nothing, otherwise provide the same in above column

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

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

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

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

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

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

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

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

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

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

Place:

Date:

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE
(On Stamp Paper of Value Rs 200/-)

To

HOOGHLY COCHIN SHIPYARD LTD
ADMINISTRATIVE BUILDING, HCSL PREMISES
SATYEN BOSE ROAD, P.O. DANESH SHAIKH LANE
HOWRAH, 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 prior written notice by email from you to make good the fore said breach and that the Supplier still failed to fulfil 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.

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

Bid's Reference No. & Date:

Contractor's Name & Address:

Person to be contacted:

Designation:

Telephone No.: Fax No.: Email:

1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.

2. If HCSL finds that, we have been blacklisted/ debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)
Name:

Designation

Phone No.:

Seal:

Date:

Place:.....

(Sample Format)

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

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

Note : If no Cases exist mention "NIL CASES", otherwise provide the details.

SIGNATURE OF CONTRACTOR

UNDERTAKING

I, Shri in my capacity as Managing Partner / Chairman & Managing Director / Proprietor of M/s do hereby give an undertaking that we shall not subcontract the work or part of work to any other agency if awarded the contract by HCSL.

Signature of authorized signatory of contractor:

Name of authorized signatory of contractor:

Designation:

Address:

Contact No:



HOOGLY COCHIN SHIPYARD LIMITED

A wholly owned Subsidiary of Cochin Shipyard Limited,

A Government of India Enterprise under Ministry of Ports, Shipping and Waterways

SITE VISIT SLIP

I....., authorized representative
of.....address:.....
.....

Visited the site onand understood the work completely related to the Mooring of 06 Nos
Hybrid Electric Aluminium Catamarans at yard pontoon jetties in HCSL Nazirgunge unit, Howrah, W.B

Signature of HCSL Official

Stamp and Signature of the representative of the firm

