



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



वसुधैव कुटुम्बकम्  
ONE EARTH • ONE FAMILY • ONE FUTURE

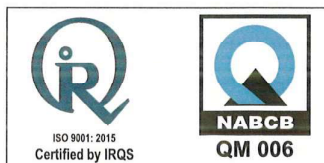
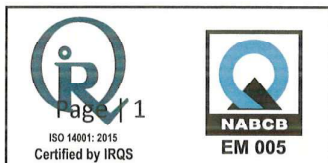
Tender No: HCSSL/OPS/SB/TEN/175/2023-24

Dt: 04.09.2023

**TENDER NOTICE**

Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSSL) 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 Supply, Terms and Conditions attached.

Tender No. & date	HCSSL/OPS/SB/TEN/175/2023-24 Dt.- 04.09.2023.
Scope of Supply / Work	Supply & Commissioning of Navigation & Communication System package for IWAI Catamaran Ferry
Type of Tender	<b>Two Bid</b>
Cost of tender form	<b>NA</b>
Earnest Money Deposit (EMD)	<b>Rs. 1,00,000/-</b>
Last date & time of receipt of tender	25.09.2023 at 1500 Hrs.
Date & time of opening of technical bid	25.09.2023 at 1530 Hrs.
Officer - in - Charge	<p>Name : Anand Singh Designation: Deputy Manager (Elx.) Email : anand.singh014@hooghlycsl.com Phone No: :+91 9830012037</p> <p>Name : Shanmugh H Designation: Asst Manager (Elec.) Email : shanmugh.h@hooghlycsl.com Phone No: :+91 9446274495</p>



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**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 : 19/AECH3640L1ZD

**Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 before the due date and time.**

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

- i. Successful experience as material supplier in the successful completion of at least **one (1) similar scope of work** 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 work should not be less than **Rs. 96 lakhs** (Satisfactory completion certificate from the Client for material supplied & work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of at least **two (2) similar scope of work** 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 the each work should not be less than **Rs. 60 lakhs**. (Satisfactory completion certificate from the Client for material supplied & work done work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of at least three (3) similar scope of work 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 the each work should not be less than **Rs. 48 lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

**Similar scope of work means:** The intending bidder must have successfully supplied navigation & communication equipment in vessel/ marine followed by commissioning of the equipment during the last 5 years ending last day of month previous to one in which applications are invited.

Contractor shall submit the valid proof like letter in Client's letter head or Combined Completion Certificate for substantiating the same.

of the equipment during the last 5 years ending last day of month previous to one in which applications are invited.

Contractor shall submit the valid proof like letter in Client's letter head or Combined Completion Certificate for substantiating the same.

- ii. The average Annual Turnover of the bidder should be more than **Rs. 60 lakhs** during the last three preceding years. (CA/CMA Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 years (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification).
- iii. Vendors need to have Positive Net-worth as per the latest audited balance sheet of 2022-23.
- iv. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document).

The tender documents can be downloaded from HCSL Website [www.hooghlycsl.com](http://www.hooghlycsl.com), CSL website [www.cochinshipyard.in](http://www.cochinshipyard.in) or <http://www.eprocure.gov.in>. 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.hooghlycsl.com](http://www.hooghlycsl.com), [www.cochinshipyard.in](http://www.cochinshipyard.in) 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 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



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Sd/-

**For Hooghly Cochin Shipyard Limited**

PURCHASE TECHNICAL SPECIFICATION FOR NAVIGATION, EXTERNAL COMMUNICATION &  
INTERNAL COMMUNICATION SYSTEM FOR IWAIVESSELS

PART-1

1. SCOPE OF SUPPLY (per ship)

The equipment under scope of supply is listed as below. The scope of supply:

SL No.	ITEM DESCRIPTION	QUANTITY
a.	Echosounder	1 Shipset
b.	Electronic compass	1 Shipset
c.	MFD (Multifunctional Display)	1 Shipset
d.	VHF Marine Mobile Brand	1 Shipset
e.	Portable walkie talkie (Weather proof) License free	2 Nos.
f.	Electric Horn	1 Shipset
g.	AIS (to be included as optional)	1 Shipset
h.	Internal communication System	1 Shipset
i.	Searchlight (Remote Controllable)	1 Shipset
j.	Navigation lights with control panel	1 Shipset
k.	Fire Detection System	1 Shipset
l.	CCTV	1 Shipset
m.	Binocular with Storage Box	1 Shipset
n.	Loudhailer	1 Shipset

***The vendor shall offer for the complete set of items mentioned in this specification document as an integrated equipment package. Any partial offers and/ or offers with separate terms and conditions for individual equipment will not be considered for technical acceptance. The specification shall be as per the detailed specification in Part II of this document.***

## 2. RULES AND REGULATIONS

The vessel shall be built under IRS with the following IRS Class Notation.

❧ IWL, ❧ IY, FERRY, ZONE 2, BATTERY PROP

Statutory review, certification and survey shall be done by IRS as per Inland Vessel Rules 2022 with all amendments

The Vessel to comply with the following Rules and regulations in force at the time of contract as applicable:

- a) Inland Vessel Rules 2022 with all amendments.
  - i) IMO Resolution A 952 (23) - Graphical symbols for shipboard fire control plan
  - ii) IMO Resolution A 760 (18) - Symbols related to life saving appliances and arrangement
  - iii) IMO Resolution A 658 (16) - Use and fitting of retro reflective material on life saving appliances as per KMRL boat.
- b) Rules and Regulations for the Construction and Classification of Inland Waterway Vessels– Indian Register of Shipping.

## 3. PARTICULARS OF 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.

The following ambient conditions shall be considered for the design and material for construction:

Machinery space temperature	:50°C
Outside air temperature	:40°C
Sea Water temperature	:32°C

Ambient air pressure	: 1000 mbar
Relative humidity	: 90%

List, rolling, trim and pitch according to limits as per Class. Above requirements to be considered as minimum, any other requirements necessary to meet class shall be considered for the design and fabrication of superstructure.

**4. Electrical Supply available onboard:**  
230 V AC, 50 Hz, & 24 V DC.

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

**5. CONDITIONS OF SUPPLY**

**5.1. Supply of documents**

All documents shall be in English and in metric system and the following documents shall be submitted, where applicable. The design / drawing approval (if any) required by the Classification Society shall be carried out on the manufacturer's responsibility.

**5.1.1. Documents to be submitted with Quotation**

- a. List of items quoted including assistance of service engineer during installation, commissioning and sea trial if necessary.
- b. List of items not covered in your standard scope of supply, if any.
- c. Schematic Drawings of equipment with termination diagrams.
- d. Dimensional details of the units and catalogues for the equipment
- e. Details of special type of cables if any required.
- f. Brief description of the equipment offered, Model No. of offered equipment, electrical power consumption, power supply requirements.
- g. Clearly indicate the deviations, if any.
- h. Type approval certificates of offered items as applicable.

5.1.2. Documents to be submitted within 15 days of receiving work order:

Detailed Bill of Material. (The Standard installation materials and accessories required shall be clearly specified)

- a. Installation and commissioning details.
- b. Details of shop tests and inspection for all items.
- c. Dimensional details including the fixing details & cut out dimensions for console mounting equipment.
- d. Electrical schematic system diagrams and internal wiring diagram with terminal numbers marked.
- e. Onboard test procedure (Testing procedure of the equipment after installation).

5.1.3. Documents / Certificates to be supplied with each equipment.

(3 sets per vessel unless otherwise mentioned)

- a. Test Certificate and inspection results
- b. Type approval certificate for the equipment as applicable.
- c. Detailed Packing list
- d. Instruction / Operation and Maintenance manuals (3 set hard copy+ 1 set electronic format in CD-ROM in Auto CAD/PDF/MS Office format).
- e. Spare parts list, if any.
- f. Any other certificate required as per International Regulations in force.

**5.2. General conditions**

- a. Name plates / Caution plates / Instrumentation: The name plate(s) and caution plate (s) shall be written in English, and to be protected by cellophane tape. Identification name plate(s)/ label plate(s) shall be as per manufacturer standard.
- b. Manufacturer shall bear the responsibility for shop trials and delivery of the equipment and accessories to shipyard.
- c. Preservation: Recommended method of preservation of spare parts shall be clearly indicated.



- d. The item shall be suitable for use in Marine Environment including on-board vibration, rolling, pitching and also at ambient temperature of 40 deg. C.
- e. Fittings and accessories shall be furnished in accordance with the Manufacturer's standard.
- f. The offer should be complete with all relevant details. For all the above equipment's, Maker Standard Supply and optional supply shall be clearly listed in the Technical offer.
- g. All internal units shall be prewired and maker cable required shall be included in the scope of supply.
- h. Model numbers for all quoted items shall be clearly mentioned in the offer.
- i. The ingress protection of equipment / system / sensor should be specified in the offer.
- j. Any power supply units, adaptors, special cables, special cable connectors (male and female part) etc. required shall be included in the scope. Power supply units and adaptors are to be of compact size.

#### 6. INSTALLATION AND COMMISSIONING

- a. The equipment will be installed by Shipyard as per the installation drawings supplied and under the supervision of the supplier. Assistance of Service Engineer to be provided by the maker / local agent, for commissioning / sea trial and equipment familiarisation to crew, defect rectification, if any.
- b. The service engineer must be a trained person from OEM.
- c. The scope of service engineer shall be clearly mentioned in the technical offer and shall be lumpsum considering all equipment included in the package. Separate service engineer charges for individual items with separate terms and conditions is not acceptable.
- d. An approximate of 20-man days in 4 trips has been estimated for the package, however considering the interfacing and commissioning, HAT's and SAT's the firm can quote for adequate man days as per their requirement.
- e. Per day rate for additional man-days to be mentioned clearly in the offer.

## 7. SPARES

- a) Spares mandatorily required by classification society/ statutory authority shall be included in the scope of supply.
- b) Manufacturer recommended spares for all equipment to be included in the scope of supply.
- c) Spare bulbs for each navigation lights to be included in-supply. Each part or set of parts shall be individually packed and protected against dampness and corrosion during prolonged storage. Each part to have a tie-on label and duplicate labels attached to the exterior of each package.

All labels indelibly marked with the designated type and name and serial number/ part number and also marked with the name of equipment for which it is intended.

## 8. GUARANTEE

Refer commercial terms & conditions

## 9. Techno commercial COMPLIANCE MATRIX

A technical compliance matrix placed at Annexure 2 of the enquiry technical specification shall be duly filled and submitted along with the offer. Deviation from the technical specification, if any, shall be specifically indicated.

## PART II

### 1. GENERAL

- i) The supplier may offer any reputed make confirming to the specification requirements.
- ii) The scope to include preparation of cable diagrams indicating power supply units, cables between different equipment and external interface connection diagrams. All drawings to be submitted in AutoCAD format.
- iii) Owner and class approval for the system diagrams/ drawings shall be routed through the Yard, however responsibility of such approval is supplier scope. Any requirement as per owner/ class approval comments shall be included without any additional cost.
- iv) Local support to be provided for service of the equipment.
- v) Supplier shall select the items with minimum dimension and weight considering the space restriction, weight constraints and aesthetic look of the vessel

- vi) For all equipment for mounting in bridge console, terminal strips connected to 1.5 M length cable to be provided for the termination of yard cables.
- vii) Quantity mentioned against each item is for one vessel.
- viii) Any power supply units required for the system shall be included in the scope of supply.

## 2. TECHNICAL SPECIFICATIONS

The navigation and communication equipment included in the scope of supply shall be supplied as per the details given below.

It is preferred that the navigational equipment be interfaced with a single multifunctional display. Standalone system with independent display unit to be considered only when interface to MFD is not possible.

### a) Echo Sounder- Quantity 1 Ship set.

Echosounder	-Suitable for both shallow and deep water of inland waterways. - Transducer(s) shall be mounted through aluminum hull so as to cover the whole width of the vessel with minimum depth. -The depth shall be shown on the display /multifunctional display unit with alarms on preset minimum depth. -Transducer mounting/shape ( if required) to be included in the scope of supply.
Quantity/Vessel	1 shipset
Power Supply	24V DC
Accessories	Mounting accessories, all necessary cable connectors & special cables for interconnection, sealant required for ensuring water tightness of transducer mounting. Accessories for console mounting of the display unit to be provided. Transducer cable of approx.

Manufacturers certificate to be provided.

b) Electronic Compass. Quantity- 1 shipset

Electronic Compass	Electronic Compass for Navigation
Quantity/Vessel	1 shipset
Power Supply	24V DC
Accessories	All special cables like antenna cable (approx. 25mtr) to be included. Final qty shall be provided during detailed design stage. Standard accessories for console mounting to be provided. Interface to multifunctional display.

Marine type approval certificate to be provided as applicable.

c) MFD (Multifunctional Display) – Quantity 1 Shipset

MFD	<p>Each vessel shall have a MFD which will be interfaced to maximum possible sensors available onboard (GPS, electronic compass, echosounder, AIS etc.) Equipment which can't be interfaced/ accommodated with MFD, to have standalone independent display display . The display shall be a minimum of 12" size with display resolution of 1280X800 WXGA or higher and clearly readable in daylight. Data input/MFC control should be available in form of multi-touch screen and a mini flushed keyboard or a joystick device, which should be able to withstand marine environment with IP 67/X7.</p> <p>The MFD shall display GPS coordinates with accuracy better than 10mtr. The speed of the boat and show the boat heading direction with electric compass. The data shall be connected with built in or external transducer.</p> <p>All Display shall be suitable for flush mount in wheelhouse console.</p> <p>All display shall have day/night changing modes.</p>
IP Rating	IP67/X7

Power Supply	24V DC
Quantity	1No. / Vessel

d) VHF Marine Mobile Band (MMB)- Quantity 1 Ship set.

VHF	<ul style="list-style-type: none"> <li>-Min. 5 channels with one touch access to channel 16 .</li> <li>- Suitable for Continuous Operation period</li> <li>-equipment to be suitable for console mount.</li> </ul>
Quantity/Vessel	1 shipset
Power Supply	24V DC
Accessories	<p>Speaker for reception audio output, flexi-cord attached with micro-phone with press to talk switch.</p> <p>Considering the air draft of the vessel, antenna length to be minimum possible. Antenna cable (approx 25 M) and connectors to be included in the scope of supply. Final qty shall be provided during detailed design stage.</p> <p>Manufacturer's certificate to be provided.</p>

Marine type approval certificate to be provided as applicable.

e) Portable walkie talkie – Weather proof type – Quantity 2 Nos per shipset.

Portable walkie talkie	<ul style="list-style-type: none"> <li>- Portable walkie talkie set without license.</li> <li>- The equipment shall be of weather proof type and suitable for communication with bow and stern of the vessel.</li> </ul>
Quantity/Vessel	02 No. per shipset
Accessories	<ul style="list-style-type: none"> <li>-Necessary battery and battery charger shall be included in the scope of supply.</li> <li>- Each walkie talkie to be provided with one spare battery.</li> </ul>

Marine type approval certificate to be provided as applicable.

f) Electric Horn- Quantity 1 Ship set.

ELECTRIC HORN	Electric Horn with mounting accessories. The electric horn shall be operated from wheelhouse using pushbutton. The driver unit shall be totally enclosed marine type with sufficient IP for outdoor installation.
POWER SUPPLY	24 V DC
QUANTITY/VESSEL	1 No. / Vessel
ACCESSORIES	Electric horn to be located at the wheel house top / mast and are to be controlled / operated from wheel house of the vessel, remote push Buttons (to be mounted in the WH console).

Manufacturer's certificate to be provided.

g) AIS Quantity 1 Shipset (To be included as optional)

AIS	Automatic Identification System Class B with Display unit
Quantity/Vessel	1 shipset
Power Supply	24V DC
Accessories	All special cables like antenna cable for both GPS & VHF antenna (approx. 25mtr each) to be included along with connectors.. Final qty shall be provided during detailed design stage. Standard accessories for console mounting to be provided. Interface to multifunctional display.

Marine type approval certificate to be provided as applicable.

h) Internal communication System – 1 Ship set

Internal Communication system	<ul style="list-style-type: none"> <li>- Public address system shall be provided. General alarm annunciation shall be provided.</li> <li>- The system is generally to be used for public address and during emergency for general alarm.</li> <li>-The system shall have zone selection feasibility also.</li> </ul> <p>Following units shall be provided for the vessel.</p> <ol style="list-style-type: none"> <li>1. General Alarm Panel – 1 No. for Wheelhouse. Suitable for flush mount in console</li> <li>2. PA master station with goose neck mic &amp; inbuilt speaker – 1 No. for Wheelhouse. Suitable for flush mount in console</li> <li>3. Ceiling mount speaker(10W) suitable for both flush &amp; surface mounting – 6 Nos.</li> <li>4. Wall Mounted horn speaker (10W) – 3 Nos.</li> <li>5. The system shall be suitable for 24V DC.</li> </ol>
Quantity/Vessel	1 shipset
Power Supply	24V DC & 230V AC
Accessories	Any special cables/connectors if applicable to be provided.

i) Search Light – Remote controlled (Quantity-1 Shipset)

Search Light	<ul style="list-style-type: none"> <li>- Remote controllable type.</li> <li>- Search light shall be supplied with all mounting accessories suitable for mounting on FRP super structure.</li> </ul> <p>The fittings to be of compact size with minimum weight and aesthetic looks. Searchlights of larger dimensions being used in sea going vessels is not acceptable. Search light shall be capable of almost 360 degrees' rotation remotely operated from bridge</p>
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	<p>Power supply 24 V DC are available on board. Any other supply required to be derived from the same.</p> <p>Power rating of the lamp to be or 50 W in LED lamps.</p> <p>Fitting shall be of min IP 56 and necessary cable glands are to be provided for entry of yard cables.</p>
Quantity/Vessel	1 shipset
Power Supply	24V DC is available onboard
Accessories	Control panel to be suitable for console mounting. Any special cables/connectors if applicable to be provided.

j) Navigation lights with control panel. - Quantity 1 Ship set.

Navigation lights with control panel	<p>-The panel shall be suitable for console mounting with approximate dimension of 180 (L) X 180 (W) X 80 (D) MM. Mounting dimensions of the control panel has to be clearly indicated in the offer.</p> <p>-Each Navigation lights shall be provided with suitable indications, protections, alarms etc. on the NLCP.</p> <p>- Each navigation light is to be controlled and protected in each insulated pole by a switch and fuse or circuit breaker.</p> <p>-Audio/visual alarm for lamp failure to be included</p> <p>- Size of the navigation lights shall be compact suitable for mounting in the subject vessels (maximum height of the fitting should not exceed 190 mm).</p> <p>- Lamps to be supplied for all navigation lights. Wattage of the lamps should not exceed 25 watts.</p>
Quantity per shipset	<p>i) Masthead light (White), Single Tier, 24V DC, 3 n. miles, 225 deg., min IP 56 -01no.</p> <p>ii) Anchor Light(white), Single Tier, 24V DC, 1 n. miles, 360 deg., min IP56 -02no.</p> <p>iii) Port Side Light (Red), Single Tier, 24V DC, 2 n. miles, 112.5 deg., min IP 56 -01no.</p> <p>iv) Starboard Side Light (Green), Single Tier, 24V DC, 2 n. miles, 112.5 deg., min. IP 56 -01no</p> <p>v) Stern Light (White), Single Tier, 24V DC, 2 n. miles, 135 deg., -01no.</p> <p>vi) All round Light (Red), 24V DC, 1 n. miles, min IP 56. -02no.</p> <p>vii) Spare lamps to be provided for each navigation light.</p>



Power Supply	-The navigation light control panel to be suitable for 230 V AC main and 24V DC backup supply from general service battery.
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All navigation lights shall be supplied with Manufacturers conformity certificate. Certification to be provided as applicable in Inland Vessel Rules 2022.










k) Fire Detection System (Quantity-1 shipset)

1. Equipment supplied shall be suitable for installation in the respective areas.
2. The scope to include preparation of cable diagrams indicating power supply units, cables between different equipment and external interface connection diagrams.
3. Local support to be provided for service of the equipment.
4. Supplier shall select the items with minimum dimension and weight considering the space restriction, weight constraints and aesthetic look of the vessel
5. For all equipment for mounting in bridge console, terminal strips connected to 1.5 M length cable to be provided for the termination of yard cables.
6. Quantity mentioned against each item is for one vessel.

Technical Specs:

The Fire detection and alarm system (addressable type) included in the scope of supply shall be supplied as per the details given below.

- 1) One set of fixed fire detection and alarm system with minimum two loops for connecting detectors and manual call points and a separate loop for alarm sounders shall be provided.
- 2) The control panel to have suitable audible alarm in the event of fire alarm as no separate alarm sounder is considered for wheelhouse.
- 3) Addressable type smoke Sensors to be provided in machinery spaces and inside cabins as per statutory requirements. Quantities of smoke sensors, manual call points alarm sounders shall be as per the below table. Quantities to be verified with the arrangement drawing.

SYMBOL	EQUIPMENT	QTY	Remarks
	Manual Call Point, NWT	03	
	Manual Call Point, WT	09	
	Smoke Detector, NWT	04	
	Smoke Detector, WT	05	
	Fire Alarm Hooter with flash, WT	08	
	Fire Alarm Hooter, NWT	03	
	Heat & Smoke Detector, WT	05	
	Heat Detector, WT	01	
	Fire Controller Unit/ Operator panel with buzzer	01	WH console

5. One (1) number smoke testing kit with A5 gas bottle and calibration/ programming tool as applicable to be included in the scope of supply. Same to be mentioned in the offer.
6. Separate potential free contacts for interfacing with vessels integrated alarm system, auto stop of ventilation fan and AC in case of fire alarm and automatic opening of sliding door in passenger cabin in the event of fire alarm to be provided
7. The system shall be provided with 230 V main and 24 V DC back-up supply. The system shall have inbuilt auto changeover facility for changing over from Main to backup power supply.
8. The items included in the package have to be marine type approved as per applicable class rules. Certificate with Wheel marking or IRS approval certificate to be provided for such items
9. All necessary hardware, software required for satisfactory operation of the system to be included in the scope of supply.
10. Supplier to quote for unit rate for each sensor, manual call points and alarm sounders.
11. Fire detection and alarm system to be supplied with necessary type approval certificates.

#### I) CCTV System (Quantity-1 Shipset)

##### Technical Specs:

1. The CCTV surveillance system should consist of IP cameras (Power On Ethernet Type), software, servers, power supply cables and other required accessories to complete the system.
2. The system shall be rugged, durable, compact and suitable for marine application.

3. The cameras shall be designed to work on 24 X 7 basis and shall capture the video feeds at 25 FPS 1920 X 1080p during the entire duration of the day.
4. The system shall have live monitoring in the wheelhouse console and have a storage capacity for 15 days.
5. A Video stabilization module (if required) shall be installed to ensure the quality of CCTV camera outputs.
6. Recorder type to be NVR.
7. Supply Voltage: Main 230 V AC and back up 24 V DC will be available onboard. Any voltage required for the camera functioning shall be derived from the above.
8. Size of display shall be 19 inches (max). Display shall be suitable for console mounting, with necessary mounting brackets.
9. Necessary controls for operation of cameras to be included in the scope of supply.
10. Quantity and type of cameras shall be as per the below BOM. All Necessary Hardware and software along with mounting accessories shall be included in the scope of supply.
11. The total number of camera and other accessories required is mentioned below:
12. Full HD IP Dome Camera.....11nos.
13. Full HD Mini PTZ Camera (Weather Proof min IP56).....4Nos.
14. Cable for camera and NVR interconnection ...approx. 600mts. Final requirement shall be provided during detail design stage)
15. Ethernet switch as applicable.
16. Connectors for cable termination as required.
17. Monitor 19", suitable for console mounting along with all its accessories...01no
18. The BOM mentioned is not exhaustive. Any item required for satisfactory working of the system shall be included in the scope of supply.
19. The above quantity mentioned is based on the preliminary estimation. Supplier to quote for unit rate for each item included in the scope of supply.
20. Final quantity of cameras will be confirmed during purchase order.
21. System should have suitable provision for future expansion by adding a maximum of 4 more cameras in future.
22. The firm to submit system architecture, coverage area, general arrangement calculation/ drawings, ELV system wiring diagrams (POE) and integration with other systems.

m) **Binocular Quantity** -1 shipset.

Suitable binocular of reputed make to be provided. It should be suitable for marine use. Storage box also to be included in the scope of supply.

n) **Loudhailer Quantity** -1 Shipset

Loudhailer	Portable battery operated loud hailer with minimum power output of 5W rated and 10W maximum.
Quantity	1 shipset
Accessories	Accessories as per manufacturers standard to be included in the scope of supply.

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*Note: The quantities and types of fittings shown in the Annexure drawings are indicative only and there could be minor additions during drawing finalization stage which is to be considered by the firm without any cost implications.*

*Notwithstanding any omission in this specification, all items/ features required as per class rules/ statutory regulations, safe working and good ship building practices shall be included in the scope of this tender.*

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**Price Bid (Part-II)****To be submitted in a separated sealed envelope with the bid****Tender Name:** Navigation & Communication System package for IWA Catamaran Ferry**Tender No.** HCSSL/OPS/SB/TEN/175/2023-24, Dt.- 04.09.2023.

SL No.	ITEM DESCRIPTION	QUANTITY	Unit Rate	Total Amount Excluding GST	GST Amount	Total Amount including GST
a.	Echosounder	1 Shipset				
b.	Electronic compass	1 Shipset				
c.	MFD (Multifunctional Display)	1 Shipset				
d.	VHF Marine Mobile Brand	1 Shipset				
e.	Portable walkie talkie (Weather proof) License free	2 Nos.				
f.	Electric Horn	1 Shipset				
g.	AIS (to be included as optional)	1 Shipset				
h.	Internal communication System	1 Shipset				
i.	Searchlight (Remote Controllable)	1 Shipset				

j.	Navigation lights with control panel	1 Shipset				
k.	Fire Detection System	1 Shipset				
l.	CCTV	1 Shipset				
m.	Binocular with Storage Box	1 Shipset				
n.	Loudhailer	1 Shipset				
o.	Spares as per tender	1 Shipset				
p.	Packing & forwarding charges (if any)	1 Shipset				
Total Amount Excluding GST for 1 shipset at HCSL Stores						
Total Amount Including GST for 1 shipset Kolkata HCSL Stores						
Total amount Including GST for 6 shipset Kolkata HCSL Stores						

**\* L1 shall be determined without considering GST/IGST (Refers to taxes in India).**

**\* Staggered delivery to be considered in pricing.**

**\* Price bid format is assuming that item wise prices are same for all Ships..**

**\* Rates should be inclusive of commissioning and trial charges of 20 mandays.**

**\* In case of extra manday requirement, to be quoted separately as per the format given below**

S/No	Rate per manday	GST Amount	Total rate including GST
1.			

Sign and Seal of bidder

### General Terms & Conditions

#### 1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for Supply and commissioning of Navigation & Communication System package for IWAI Catamaran Ferry to be constructed by HCSL according to IRS rules and regulations with Classification HCSL facilities.
- 1.2. Bidders are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any shall be specifically brought out in the offer.
- 1.3. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and addition if any , must be attested. Incomplete/ambiguous offer are likely to be rejected.
- 1.4. Firms shall quote on delivery at HCSL stores basis.
- 1.5. Staggered delivery as per point 7 is only to be considered.
- 1.6. Manufacturer's Name , their trade mark & brand if any should be invariably be mentioned and illustrative leaflets giving technical particulars etc, should be attached to the offer.
- 1.7. Spares mandatorily required by classification society /statutory authority shall be included in the scope of supply.
- 1.8. Manufacturer recommended spares for all equipment to be included in the scope of supply.
- 1.9. Spare bulb for each navigation light to be included in the scope of supply.
- 1.10. Technical brochure, datasheet of the offered items to be submitted along with the offer.
- 1.11. Delivery lead time breakup consisting of drawing preparation, approvals etc. as applicable to be mentioned in the offer.
- 1.12. One (1) number smoke testing kit with A5 gas bottle and calibration/ programming tool as applicable to be included in the scope of supply. Same to be mentioned in the offer.
- 1.13. Spare as above are to be considered in the quoted cost.
- 1.14. The following certificate are to be submitted in the event of an order:
  - a) Test Certificate and inspection results.
  - b) Type approval certificate for the equipment as applicable.
  - c) Instruction/operation and maintenance manuals 3 sets+ 1 set in electronic format (in CD-ROM in AutoCAD/PDF/MS office format) per ship.
- 1.15. **You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and HCSL, before submitting your offer.**
- 1.16. Service engineer for assistance during commissioning/sea trial and defect rectification to be included in the scope and costs. 20 Man-days per ship has been considered for installation & commissioning and sea trial. Cost considered to include all travel expenses.

## **2. POWER OF ATTORNEY**

- 2.1. The tenderer(s) shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.
- 2.2. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney (Enclosure-7) or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

## **3. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES**

- 3.1. Period of contract will be from the date of issuing purchase order execution and till the commissioning for all 6 vessels.
- 3.2. The contract shall commence within 30 days from placement of Work order / signing of agreement and NDA.

## **4. METHOD OF AWARDING CONTRACT**

- 4.1. Contract will be concluded with Bidder qualifying technically, agreeing to Techno Commercial conditions and emerging as L1 based on the total price quoted in price bid.
- 4.2. HCSL reserves the right purchase the viewer license directly, and in such case, the scope of supply of viewer license to HCSL shall not be placed on the contractor.
- 4.3. HCSL reserves the right to cancel the tender if required.

## **5. VALIDITY**

- 5.1. The rates shall be valid for four months from the date of opening of the tender.
- 5.2. No enhancement in rates shall be allowed after acceptance and placement of the work order.
- 5.3. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the workorder and forfeiture of Security deposit if any, and or risk purchase.

## **6. RATE**

- 6.1. Rates are to be quoted in the Price Bid Format at Annexure 2 attached herewith. The quantity of optional services indicated in Price bid are indicative and is for arriving at the L1 bidder.
- 6.2. Prices shall be fixed for an order within validity period irrespective of deliveries.
- 6.3. Offer to be submitted strictly in EUR/INR.
- 6.4. Comparison of prices will be INR only. Euro currency will be converted to INR for comparison and exchange rate as on date of price bid opening shall be considered.



6.5. Taxes and duties, if any, payable extra are to be indicated in the offer.

## **7. DELIVERY**

7.1. Only Staggered delivery to be considered. Delivery time is the time by which the item should be available in the HCSL Store. Items to be delivered in three lots within the below schedule.

Delivery timelines to be followed:

- a) First 2 vessels : 3-4 months from date of PO
- b) Next 2 vessels : 6-7 months from date of PO
- c) Next 2 vessels : 8-9 months from Date of PO

7.2. Short supply/replacement (for mismatch/defective items/ items failing during commissioning shall be sent on air freight/DPP basis courier freight prepaid basis. Customs clearance charges if any to supplier account.

## **8. PAYMENT**

### **PAYMENT TERMS:**

a. For supply of equipment with commissioning

HCSL payment term is 80% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of equipment at HCSL stores after inspection and balance 20% on satisfactory completion of commissioning certified by HCSL.

c) 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.

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.

e) Part payment shall be considered only if specifically agreed against partial supplies.

8.1. Payment shall be made within 30 days from submission of invoice supported by the work completion certificate duly signed by HCSL Design representative.

8.2. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of HCSL.

## **9. Guarantee/Warranty**

9.1. The Items supplied shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of delivery at the shipyard, whichever is earlier.

- 9.2. Should damage/failure occur 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.
- 9.3. Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.
- 9.4. Warranty shall be applicable for the entire scope of supply without exclusion of any items.
- 9.5. 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.
- 9.6. Defective items if any, after receipt shall be sent back on cost, carriage and insurance prepaid basis to be arranged by the supplier. Defective items shall be returned after receipt of suitable replacement.

## **10. SECURITY DEPOSIT / WARRANTEE BANK GUARANTEE**

- 10.1. The successful bidder shall remit a security deposit of 5% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them.
- 10.2. The supplier shall also agree for 5% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.
- 10.3. 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. However in the case of items where WBG is not applicable (as in 15.a.ii), the SD shall be valid for item delivery at yard plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/ WBG 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 favour of Hooghly Cochin Shipyard Limited, Howrah.
- 10.4. The above SD/ WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.
- 10.5. If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 5% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.
- 10.6. However in cases where total quoted value is less than 20 lakhs,(ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs , the aforesaid loading will be applied on individual items in following cases.
  - The bidder has not quoted for entire tendered quantity
  - HCSL has technically / commercially rejected a few items in the tender
- 10.7. SD to be submitted within 2 weeks of receipt of order from yard.
- 10.8. Format of bank guarantee along with enquiry to be agreed, in general
- 10.9. Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank.

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

- a) Tenderers shall deposit an amount of **Rs. 1,00,000/- (One lakh only)** as Earnest Money Deposit (EMD) along with the tender.
- b) 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 Ltd. payable at Kolkata and shall be valid for a period of 6 (Six) months from the due date of opening of Techno-commercial Bids from any Nationalized/ Scheduled Bank or paid online through e-gateway of -

**HOOGHLY COCHIN SHIPYARD LIMITED**

**UNION BANK OF INDIA**

**SHIBPUR-HOWRAH BRANCH**

**ACCOUNT NO: 756905010000104**

**IFSC CODE: UBIN0575691**

- c) 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.
- d) EMD of the successful tenderer will be refunded after remittance of the security deposit and execution of the agreement.
- e) EMD deposited with the Client will be forfeited,
  - i) if a bidder withdraws or modifies his bid during the period of validity specified or
  - ii) if the successful bidder fails within the time limit to sign the agreement document or fails to furnish the required security deposit.
  - iii) Request for enhancement in the quoted rates or bringing in new conditions after tender opening or unnecessary delayed acceptance of the order.

**12. LIQUIDATED DAMAGES**

- 12.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, for any reason other than force majeure conditions, will be recovered at the rate of half percent of the value of the contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.

12.2. For better clarity, order values mentioned in LD clause are values excluding duties and taxes (Basic value). Liquidated damages, if any, shall be decided and settled only after the completion of the entire project but prior to the release of Final stage Payment.

12.3. If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to HCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.

12.4. Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period without any additional cost to HCSL.

### **13. INTEGRITY PACT:**

13.1. 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 annexed in Enclosure-8 and to submit along with your offer.

13.2. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)

### **14. TERMINATION & LIMITATION OF LIABILITY**

14.1. This contract may be terminated upon the occurrence of any of the following events

14.2. By agreement in writing of the parties hereto;

14.3. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within fifteen (15) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;

14.4. By the other party, upon either party;

- (i) Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
- (ii) Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
- (iii) Ceasing to do business for any reason.

14.5. For fraud and corruption or other unacceptable practices.

14.6. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.

14.7. HCSL may by notice in writing to Agency terminate the order after issuing due notice i.e., 30 days' notice period. HCSL shall be entitled to compensation for the loss limited to the order value.

14.8. Liability maximum that can be claimed by the Agency shall be limited to what is due to be and has been paid by HCSL for work done as per the payment milestones.

## **15. ARBITRATION & JURISDICTION**

- 15.1. Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the HCSL Grievance Redressal Committee as per relevant clause of the Contract.
- 15.2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfilment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrator nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.
- 15.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Kolkata/Howrah
- 15.4. Language of Arbitration: The Language of arbitration shall be English.
- 15.5. Governing Law: The contract shall be governed by Indian Law
- 15.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata/Howrah

## **16. SECRECY & RESTRICTION ON INFORMATION TO MEDIA**

- 16.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of HCSL.
- 16.2. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of HCSL
- 16.3. **The agency shall sign a Non-disclosure Agreement with HCSL along with the contract.**

## **17. CANCELLATION OF ORDER AND RISK CONTRACTING**

- 17.1. In the event the Agency fails to complete the work promptly and satisfactorily as per the terms of the order, and if any work is delayed beyond thirty (30) days from the agreed schedule, HCSL,

without prejudice, reserves the right to cancel the order and get the work done at Agency's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

## **18. FORCE MAJEURE**

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

## **19. SAFETY OF PERSONNEL AND FIRST AID**

- 19.1. The Agency shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. In this regard, the Agency will have to fully indemnify HCSL against any claims made by his workmen/other personnel.
- 19.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. HCSL will not be responsible for any injury or illness to the Agency's workmen/other personnel during execution of the works due to whatsoever reasons.
- 19.3. The Agency shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labor for executing the works.

## **20. LABOUR LAWS AND REGULATIONS**

- 20.1. The Agency shall undertake and execute the work with contract Labor only after taking license from the appropriate authority under the Contract Labor (Regulation & Abolition) Act 1970.
- 20.2. The Agency shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, 'Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Agency shall inform HCSL his license number from the Central Labour Commissioner.
- 20.3. If the Agency fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, HCSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by HCSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by HCSL.

- 20.4. Any other amount payable under any law or in respect of any person employed by the Agency, if not paid by him, shall be deducted or adjusted by HCSL out of any amount payable to the Agency including any Security Receipt and paid ever or withheld for payment by HCSL.
- 20.5. The Agency shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Agency shall take appropriate action against such workmen. The Agency shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 20.6. **Agency shall familiarize themselves with the labour rules & regulations.**

## **21. OVERWRITING & CORRECTIONS**

- 21.1. Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer

## **22. OTHER TERMS & CONDITIONS**

- 22.1. Quality of services shall conform to the specification/ standards laid down by HCSL.
- 22.2. HCSL reserves the right to accept / reject any offer.
- 22.3. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Officer-in-charge's decision will be final and binding on the bidder.
- 22.4. Compliance of all statutory safety requirements and other safety rules stipulated by HCSL and other applicable statutory bodies shall be the responsibility of the Agency while working at HCSL premises. The Agency should ensure that their workmen and staff are adequately covered under Insurance.
- 22.5. The service provider shall have to engage men on round the clock basis and also on Sundays and holidays, and no extra charges will be paid by HCSL for such requirements arising during critical phases of the project. Service has to be completed to the satisfaction of HCSL officer in-charge.
- 22.6. The service provider shall indemnify HCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at HCSL.
- 22.7. The service provider shall also be governed by the General Conditions of Contract of HCSL, General Safety Rules and other relevant labour laws.

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 04.06.2020 and as amended from time to time shall be applicable as per below
In the procurement of all goods/services/works in respect of which there is sufficient 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 Rs200.0 Crores, only Class-I local suppliers along with Class-II local suppliers shall be eligible to bid.
Purchase preferences for Class I local suppliers
In the procurement of goods/works covered under 2 above and which are divisible in 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 L1bidder.
For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over ClassII/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 L1bidder. The purchase preference as above will be only for Class I local supplier and ClassII 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 dt4.6.2020 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%
Nonlocal–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 Rs5.0 lakhs
Notwithstanding above , exemptions for meeting local content as per relevant Clause of order dt 04.6.2020 and as amended from time to time shall apply.
<b>MSME/NSIC BENEFITS:</b> <ol style="list-style-type: none"> <li>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. <ul style="list-style-type: none"> <li>• Tender Forms Shall Be Issued Free of Cost.</li> <li>• Payment of earnest money deposit (EMD) is exempted.</li> </ul> </li> </ol>

- 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. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (5% of order value by the way of bank guarantee) to be submitted by the firm as applicable.
- c.** This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.
- d.** When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement shall be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 25% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from district industries center / NSIC, for qualifying in the above criteria.
- e.** In the case of tender item non-splitable or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.
- f.** Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order-Public Procurement no1 dt 23.7.2020, Order no2 dt 23.7.2020 and Order no3 dt 24.7.2020

<b>A</b>	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
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable)
3	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>B</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.
<b>C</b>	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 no1dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
<b>D</b>	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.

2	<p>"Bidder from a country which shares a land border with India" for the purpose of this order means:-</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian(or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country ; or</p> <p>g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
3	<p>Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/Partnership /Limited Liability Partnership/Joint Venture/Trust /NGO)</p> <p>In case of incorporated entity–to attach certificate of incorporation</p>
	<p>Beneficial Owners –as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019–PPD dated 23<sup>rd</sup> July, 2020.Details of all beneficial owners having entitlement of more than 01 %of shares or capital or profit to be given, in the format as given in Annexure–I duly certified by practicing Chartered Account in India.</p>

**For Hooghly Cochin Shipyard Limited**

## **List of Annexures**

1. **Annexure 1 Guidance General Arrangement drawing**
2. **Annexure 2 Techno commercial Compliance Checklist**
3. **Annexure-3 Arrangement of Bottom Equipment Echo Sounder Rev.0 \*\***
4. **Annexure 4 Arrangement of Internal communication System Rev.0\*\***
5. **Annexure 5 Navigation and signal light arrangement \*\***
6. **Annexure 6 Arrangement of Gas Fire Detection and Alarm System Rev0 \*\***
7. **Annexure 7 Arrangement of CCTV System Rev0 \*\***

**\*\* Has to be collected from HCSL after signing of NDA.**

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

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

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

Place:

Date:

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation

# 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)

[illegible]

- ### 5) 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

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

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

- i. Type of the Account (S.B

Current or

Cash Credit) with code

--	--	--

(010/011/013)

- j. Account Number (as

appearing on the cheque book)

[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

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION	<b>PAGE 1 OF 1</b>																														
<b>Tender Name:</b> Supply & Commissioning of Navigation & Communication System package for IWAJ Catamaran Ferry																															
TENDER NO: ----- DATE: -----																															
<p>We hereby confirm and truly declare that our Offer / Bid No. ....dated .....is in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:</p> <p><b>LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; padding: 5px;">Sl. No.</th> <th style="width: 45%; padding: 5px;">Description / Tender Reference</th> <th style="width: 45%; padding: 5px;">Reasons for Deviation</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Sl. No.	Description / Tender Reference	Reasons for Deviation																											
Sl. No.	Description / Tender Reference	Reasons for Deviation																													
<p>Name of tenderer:</p> <p>Date: _____ Name &amp; Designation _____ Seal &amp; Signature _____</p> <p style="text-align: right;">(Company Seal)</p>																															

**POWER OF ATTORNEY**

*(On Applicant's letter head)*

(Date and Reference)

To  
The Deputy General Manager (P&O)  
Hooghly Cochin Shipyard Limited  
Satyen Bose Road  
P.O. Danesh SK Lane, Howrah  
West Bengal-711 109

**Subject: Power of Attorney**

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

(Attested signature of Mr. ....)

For.....  
(Name & designation)

(Company Seal)

## **PRE-CONTRACT INTEGRITY PACT**

### **HOOGHLY COCHIN SHIPYARD LIMITED**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .... day of the month of ....., between, on one hand, the President of India acting through Deputy General Manager, Hooghly Cochin Shipyard Ltd (HCSL) having its registered office at Howrah, West Bengal, India (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure .....and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

#### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

### **Commitments of the PRINCIPAL**

The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract. The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.

BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only. The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

#### **4. Previous Transgression**

The BIDDER declares that no previous transgression occurred in the last three years immediately before

signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

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

- (i) Bank Draft of Pay Order in favor of HCSL.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

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

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

#### **6 Sanctions for Violations**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of HCSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.



The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

## **7 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

## **8 Independent Monitor**

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

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

Uttar Pradesh – 201301 Mob: 9818564455

Email: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

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

Mobile: 9978405930

Email: [jagadipsingh@yahoo.com](mailto:jagadipsingh@yahoo.com)

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

As soon as the Monitors notices, or has reason to believe, a violation of this pact, hewill so inform the Authority designated by the PRINCIPAL.

The PRINCIPAL accepts that the Monitors have the right to access without restrictionto all Project documentation of the BUYER including that provided by the BIDDER.The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.

The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference orintimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose ofsuch examination/inspection.

## **10 Law and Place of Jurisdiction**

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

A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await await their decision in the matter.

## **11 Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

## 12 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at.....on.....

### **PRINCIPAL**

Name of the Officer

Designation

Dept./MINISTRY/PSU

### **BIDDER**

CHIEF EXECUTIVE OFFICER

### Witness

1.....

2.....

### Witness

1.....

2.....

\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers