



वसुयेव कुटुम्वकम् ONE EARTH - ONE FAMILY - ONE FUTURE

Tender No: HCSL/OPS/SB/TEN/033/2024-25, Dt.- 10.07.2024

हगली

TENDER NOTICE

Competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned scope of supplies, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Supplies, General Terms and Conditions and Special Terms as attached:

(भारत सरकार का उदयम) HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)

| Tender No. & date | HCSL/OPS/SB/TEN/033/2024-25, Dt 10.07.2024 |
|---|---|
| Name of Work | Supply of Dovetail Foundation for Cargo Hatch cover for 2200T MPV at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. (Specification attached separately) |
| Type of Tender | Two Bid (Price Part password protected) |
| Mode of Submission | Through E-mail only. (No hard copy of documents will be accepted) |
| Cost of Tender | NIL |
| Earnest Money to be deposit | NIL |
| Last date & time of receipt of tender | 22.07.2024 up to 15:00 hrs. |
| Date & time of opening of tender (Part – I) | 22.07.2024 up to 15:30 hrs. |
| Lead time of Work Completion | Supplies should be completed <u>within 45 days</u> from the date issuance of Purchase order. |
| Officer - in - Charge | Name:Sreerag GDesignation:Manager (Materials)Email:sreerag.g@hooghlycsl.comPhone No:+91 9482608957Name:Arijit Saha RayDesignation:PO (Mechanical)Email:arijitsaha.ray@hooghlycsl.comPhone No:+91 8697160498 |

Tender to be submitted by E-mail only. No hard copy quotation of the bid will be accepted.

Tender reference should be clearly indicated on the subject of the Mail.

Tenders should be submitted in two separate files as **PART-I** "**TECHNO-COMMERCIAL**" & **PART-II** "**PRICE**" (<u>**Password**</u> <u>**Protected**</u>) indicating the *tender number, due date of the tender and subject as in-line with the scope of work* in the Mail addressed to:



The tender documents can be downloaded from **HCSL/ CSL website** <u>http://hooghlycsl.com/www.cochinshipyard.in</u>. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website <u>www.cochinshipyard.in</u> or <u>http://www.eprocure.gov.in</u>. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

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

For any technical queries, contact the below personnel:

Name:Samrat BasuDesignation:Senior Manager (Mechanical)Email:samrat.basu@hooghlycsl.comPhone No:+91 9094362621

For commercial queries, contact the below personnel:

| Name: | Arijit Saha Ray |
|--------------|-------------------------------|
| Designation: | PO (Mechanical) |
| Email: | arijitsaha.ray@hooghlycsl.com |
| Phone No: | +91 8697160498 |

| Name: | Sreerag G |
|--------------|--------------------------|
| Designation: | Manager (Materials) |
| Email: | sreerag.g@hooghlycsl.com |
| Phone No: | +91 9482608957 |



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Signature and Seal of the Bidder(s)

Pre-qualification Requisite for Bidders:

- A. <u>Bidders should provide valid type approval copy from any IACS member for the offered product and the same has</u> to be submitted along with the offer;
- B. Bidders has to confirm that type approval certificate from any IACS member to be submitted along with the delivery; and the cost of same needs to be considered with the offered price.
- C. Common Requirements from the bidder:

Bidders should submit following documents <u>along with supporting (wherever applicable) along with "Part-I –</u> <u>Techno-commercial bid"</u>:

- A. Audited Balance sheets showing turnover, Profit & Loss account statement of the firm for the preceding 03 years FY (2020-21, 2021-22, 2022-23) should be submitted along with the application for prequalification
- B. The Tenderer should enclose copy of Statutory documents PAN, GST registration certificate, Income tax returns for last three FY (2020-21, 2021-22, 2022-23) or AY (2021-2022,2022-2023,2023-2024)
- C. Net Worth of the bidder must be positive as per the latest balance sheet.
- D. <u>Preferably Previous PO/Invoice copy of supplies relevant to cargo fittings to be submitted along with technical offer</u> (2 copies)
- E. Offer from Joint Ventures/consortium will not be accepted.



IMPORTANT INSTRUCTION TO BIDDERS

- 1. Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by HCSL/CSL or by any of the Public Sector Undertaking or Government department etc.
- 2. All pages of tender documents, including price bids, supporting documents etc. are to be signed by authorized signatory in each page and company seal should be affixed on each page. In case of non-compliance, offer is liable for rejection.
- 3. Bidder should make sure that they comply with all the techno-commercial details in additional to adhere to all technical specifications as enclosed with the tender document.
- <u>Un-priced bid</u> to be submitted along with techno-commercial part (Part I Techno-commercial Bid) with details like percentage of taxes & duties applicable & details like "<u>Quoted/NIL/Included</u>" to be mentioned for each line item as per <u>Annexure-3</u>.
- 5. Unprotected Price Bids/ Price Bids <u>which are not password protected</u> will be subject to rejection/disqualification of bid and HCSL as a whole reserve the right the cancel out such bids.
- 6. Tenders should be submitted <u>through E-mail only</u>. <u>No hard copy of the tender documents will not be accepted</u> and may subject to rejection of the bid as a whole by the HCSL authority.
- 7. The bidders are advised to familiarize with the material specification & to obtain clarifications for any doubts with respect to technical & commercial specifications with the contact numbers as given in the tender document, before bidding.
- 8. <u>Scope of Supply</u>: Supply of Dovetail Foundations for Cargo Hatch cover as per technical specification for 2200T Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.
- 9. The tender will be settled based on the lowest quote offered for items as per price bid format (Excluding GST); Quotations should be provided in INR.
- 10. Bids shall remain valid till 120 days from the date of tender opening.

Suppliers shall take notice on the following points for its strict compliance:

- 1. As the items are critically required, non-compliance of any of the following points will invite disqualification of the submitted offer without any further communication/ notice from this office in this regard. Hence, suppliers should ensure the compliance of following points (which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and techno-commercial check list herewith:
 - i. Pre-Qualification Criterion.
 - ii. Liquidated damage
 - iii. Payment terms
 - iv. Validity of offer
 - v. Security deposit
 - vi. Guarantee
 - vii. Material certification from the manufacturer (If Applicable)
 - viii. Risk purchase
 - ix. Make and Grade of offered item.



2. MSME/NSIC BENEFITS:

- A. The following benefits are extended for all the firms who are registered with District Industries Center and come under the category of Micro and Small Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's orders, 2012, all MSE bidders are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.
 - a. Tender Forms Shall Be Issued Free of Cost.
 - b. Payment of earnest money deposit (EMD) is exempted.
 - c. The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.
- **B.** For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit also extended in addition to above.

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

- C. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.
- D. MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's by bringing down their price to L1 price where L1 is non MSE's, considering spirit of policy for enhancing the government procurement from MSE's.
- E. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & 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.

If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

3. It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/S Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.



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GENERAL SPECIFICATIONS & CONDITIONS FOR SUPPLY OF CARGO FITTINGS

1. REQUIREMENT

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

Quantity shown is for ONE (1) vessel.

2. VESSEL

2.1. Type of vessel:

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

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

2.2. Classification/Rules & Regulations

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

1 SUL, "INDIAN RIVER SEA VESSEL - TYPE 4", 'Equipped for Carriage of Containers"

卐 IY "General Cargo Vessel"

2.3. Particulars of the Vessel:

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

3. RULES AND REGULATIONS

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

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



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

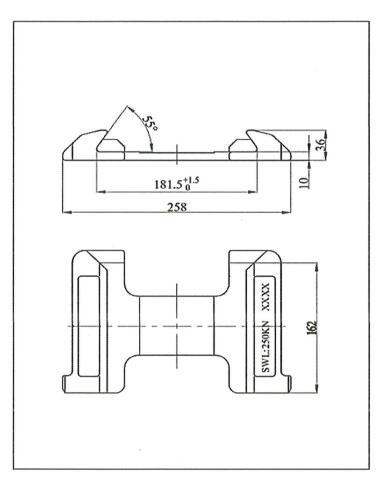
- International Convention on Tonnage Measurement of Ships, 1969, as amended
- International Convention of Load line 1966 and protocol of 1988
- M.S (Tonnage Measurement of Ships) Rule, 1987 as amended
- IS Code 2008
- DGS Order No. I 8 of 201 3 Notification for Construction, Survey, Certification and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



4. TECHNICAL SPECIFICATION OF CARGO FITTINGS:

A. REQUIREMENTS OF CARGO FITTINGS

- 1) Items shall be manufactured with reference to the requirements and conditions stated in this technical specification
- 2) All cargo fittings are to be designed and fabricated as per class and statutory requirements.
- B. DETAILS OF CARGO FITTINGS (DOVETAIL FOUNDATIONS):



Material: Casting Steel

Finish: Shop Primer

Qty. Required: 128 Nos.

Note:

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

The hatch cover plate thickness at the points of dovetail foundation is 25 mm (minimum), which may be subjected to vary. The manufacturer should ensure the compatibility of their product with the plate thickness.



M.B.L: Tension: 500 KN M.B.L.: Shear: 420 KN

SWL: 250 KN

5. TESTING AND INSPECTION

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

6. SUPPLY OF DOCUMENTS

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

Documents with quotation (3 sets): a)

- Sample Product Certificate for the items mentioned. 1)
- 2) List of items quoted.
- 3) List of spares/tools, if required.
- 4) List of items, if any, not covered in your scope of supply.
- 5) Preliminary documents/drawings with description, detailed dimensions and weight.
- Compliance Matrix, clearly indicating deviations from the specification issued by HCSL, if any. 6)

Documents within twenty-one (21) days after placement of Order (5 sets): b)

- Detailed Bill of Material. 1)
- 2) Details of shop tests and inspection of all items.

Documents/Certificates to be supplied with each equipment (5 sets unless otherwise mentioned): c)

- Type approved certificate from IRS or other IACS member
- 1) 2) Dimensional inspection report of the products/materials so supplied.
- 3) Detailed Packing list.
- 4) Instruction and maintenance manuals/Brochures (5 sets + 1 CD)
- 5) Any other certificate required as per International Regulations in force

7. MISCELLANEOUS

- a) Manufacturer shall bear all responsibility for the Type approved Certificate, Testing, and Delivery of the equipment to shipvard.
- b) Manufacturer while guoting should provide the cost of item separately.
- c) Preservation: Recommended method of preservation and names of recommended preservatives shall be indicated. Preservative required for two years storage in the yard shall be supplied with the item. (Relative humidity at Kolkata is around 70%).
- d) Painting to be as per manufacturer's standard.

8. SPARE PARTS, INVENTOREIS AND TOOLS

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



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9. GUARANTEE

The Dovetail foundations shall be guaranteed material and workmanship and under performance till, for a period as mentioned in commercial terms and conditions for a period of **12 months from the date of delivery of the vessel to ship owner or 18 Months from the date of Material delivery whichever is earlier**. Should such 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.

10. Place of Delivery:

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

NOTE:

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



1

| SI. No. | Material Description | HSN Code | UOM | Quantity (A) | Unite rate (INR) (B) | Total Amount (INR) (C= A x B) |
|------------|--|------------------|------|-----------------|-------------------------|-------------------------------------|
| 1. | Dovetail foundations for Cargo Hatch Cover (Cargo Fittings) | | Nos. | 128 | | |
| 2. | Class Inspection Charges (INR) (D) | | | - | | |
| 3. | Packing and Forwarding Charges (INR) (E) | | | | | |
| 4. | Freight Charges (INR) (F) | | | | | |
| 5. | Other charges (if any) (Please specify) (INR) (G) | | | | | |
| 6. | Total Amount without GST (INR) (H) = (C | + D + E + F + G) | 2 | | | |
| 7. | Total GST Amount (INR) (I) | | | 140 | | |
| 8. | Total Amount Including GST (INR) (J) = (| H) + (I) | | *) | | |
| 9. | Total Amount Including GST (INR) (In Words) | | | | - | |

Price Bid Instructions:

1. Bidder has to submit the price bid as mentioned in the given format only, otherwise bid will be rejected.

2. L1 bidder will be evaluated based on the cumulative cost of item excluding GST.

3. Un-priced bid to be submitted along with techno-commercial part (Part - I - Techno-commercial Bid) with details like "Quoted/Nil/Included" to be mentioned for each line item.

4. Transit insurance charges will be borne by the vendor.

5. All charges pertaining the specified product, Class inspection charges, accessories, packing, forwarding and freight charges, or any others should be included in the price bid.

6. Quoted rate shall be for HCSL Stores basis considering scope of supplies and technical specifications and required Certifications.

7. Price bids which will be without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.

8. DO NOT PROVIDE THE PASSWORD OF PRICE BID THROUGH E-MAIL. THE PASSWORD WILL BE ASKED UPON INTIMATION OF PRICE BID OPENING AFTER TECHNO-COMMERCIAL EVALUATION.

Seal & Sign. of the Bidder:

Name and Address of the Bidder:

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GENERAL TERMS & CONDITIONS

| SI. No. | Description | Compliance by Supplier (YES/NO) In case of non- compliance, please provide remarks. |
|---------|--|--|
| 1. | Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers. | |
| 2. | Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted only through E-mail . Incomplete/ambiguous/conditional offers are likely to be rejected. | , |
| 3. | Bidders can contact Officer-in-charge for clarifications related to technical as well as commercial which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted. | |
| 4. | Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered, should be submitted along with Part-I techno-commercial bid . Non receipt of the document may lead to rejection of offers. | |
| 5. | Following Certificates is to be submitted for the item in the event of an order: a) Type approval certificates as applicable b) Test and Inspection Results c) Dimension Inspection report (as applicable) (As per Clause 6 of Annexure – 2) (Please note that the Class test and approval charges are to be included in the equipment pricing) | |
| 6. | Specifications: a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. Spare/Tool required as per PTS to be included in scope along with cost b) Materials supplied shall be new and unused and shall conform to HCSL specifications and drawings. | |
| | c) Samples are to be supplied free of cost as applicable as per PTS / in the event of requirement by HCSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture. (As per Clause 6 of Annexure – 2) | |
| | d) Supplier should follow the statutory requirements of product offered. e) Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material. | auts ferfates * P |
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| 7. | Packaging: - | |
|-----|---|---------------------|
| | a) Material to be wrapped with protective covers like VCI/ Environmentally friendly | |
| | Polythene (as per Govt. of India guidelines)/ Tarpaulin. | |
| | b) To the extent possible, material needs to be packed in standard pallet/ box size | |
| | of 1 X 1 meter. | |
| | c) If multiple components needed to be accommodated in the boxes, separator to | |
| | be provided inside. | |
| | d) Material should be with proper preservation for the prevention of rust, Transit | |
| | damage etc. | |
| | e) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. | |
| | f) Proper Identification details should be provided on each box. The below details | |
| | are required as minimum: | |
| | Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers | |
| | & Serial number list (for applicable parts), Batch details, Shelf life. | 2 |
| | g) Packaging should withstand at least 2 Years life without degradation | |
| | h) Supplier should follow the statutory requirements of product offered. | |
| | i) Packing to be done in such a way to enable adequate preservation for long | |
| | period, with no transit damage, easy to identify and count. | |
| | j) Transporters' Vehicles are to have all statutory documentation including valid | |
| | PUC certificate. | |
| 8. | a) Taxes and duties , if any, payable extra is to be indicated in the techno-commercial part | |
| 0. | (Un-priced bid) and price part. | |
| | b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (Including | |
| | interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, | |
| | Corporate and personnel taxes levied or imposed on the Bidder on account or payments | |
| | received by it from CSL for the work done under this contract. | ÷ |
| 9. | Goods & Service Tax: | |
| 01 | a) Please note the HCSL GST registered number as 19AAECH3640L1ZD . GST registration is | |
| | prerequisite for entering into the business with CSL. Your firm's GST registration shall be | |
| | indicated. Offers received from GST unregistered suppliers / service providers are liable for | |
| | rejection. | |
| | b) Indicate the applicable rate of GST for services in line with Gol published rate scheduled for | |
| | services along with SAC. | |
| | c) Tax inclusive invoices from the registered service providers are not acceptable. Any | |
| | corrections / rectifications in the invoice shall be made good through Debit note / Credit note. | |
| | d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take | |
| | any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable | |
| | rates (whichever is lower), subject to the maximum of quoted GST %. | |
| 10. | MSEs, Startups and Make in India: | |
| | Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations | |
| | in pre-qualification criteria and other Benefits as per the orders promulgated by Government of | |
| | India. Bidders are advised to refer the details of various Benefits and Relaxation in pre- | |
| | qualification criteria as published at HCSL website (www.cochinshipyard.com) under the | |
| | Tenders tab for further reference. | |
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| 11. | Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, manufacture, class inspection and approvals, packing, transportation etc.). | |
| | Delivery period: <u>Within 45 days from the date of issue of Purchase order</u> /Lol. <u>Delivery Address:</u> HCSL Stores, Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109. | |
| 12. | PAYMENT TERMS: a. HCSL payment term is 90% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of all items as per tender at HCSL stores after inspection and balance 10% on satisfactory completion of installation certified by HCSL or 6 months after receipt of all items, whichever is earlier. | |
| | b. Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. | |
| | c. Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (ie till completion of supplies or for a period as specifically agreed + 90 days). | |
| | d. For deviation in Payments terms from HCSL standard terms, if any, said interest as per clause 12 (c) will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid. | |
| 13. | Security Deposit (SD) / Warrantee Bank Guarantee (WBG):- a.i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties etc.) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd. towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from a Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract. a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. a.iii) The Bank Guarantee / DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days. a.iv) 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 13b shall be considered for further process. | |
| | b) 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 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case-to-case basis for arriving the lowest bid. | |
| | c) SD to be submitted within 2 weeks of receipt of order from yard. d) Format of bank guarantee along with enquiry to be agreed. (Enclosed with tender document) | |
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| 14. | Risk Purchase: If the supplier fails to supply the items ordered in good quality as per contract | |
|-----|---|---|
| | specification and fails to deliver within the delivery date or violate any of the terms and conditions | |
| | of the purchase order, HCSL shall have the following rights: | |
| | a. To cancel the order partially or fully with 15 days' notice and to forfeit the security deposit, if | |
| | any. | |
| | b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL. | |
| | c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase | |
| | clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is | |
| | Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will | |
| 5 N | be addressed by serving appropriate caution/ warning notice to the firm. | |
| 15. | Vendors on Tender Holiday / Blacklisted Vendors: | |
| | a) The bidder should give self-certification that they have neither been Blacklisted nor have | |
| | received any tender holiday from any PSUs/Central & State Govt. Organizations or any other | |
| | Government / Quasi Government Organizations during last 03 (three) years ending on the date | |
| | of submission of the Tender by the bidder. The bidder has to submit self-certification for the | |
| | same along with the techno-commercial offer. | |
| | b) HCSL reserves the right to independently verify the same. In case violation of declaration is | , |
| | detected at any stage of tender process and during currency of contract, the order will be | |
| | terminated/cancelled and SD shall be forfeited and appropriate action will be taken in | |
| | accordance with the vendor policy of HCSL. | |
| 16. | Liquidated Damage: | |
| | In case of delay in supply of ordered materials beyond the stipulated delivery period, which is | |
| | not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a | |
| | sum equivalent to 1/2% (half percent) per week or part of the week of the total basic price of | |
| | undelivered material, subject to a maximum of 10% of the total order value (Total basic | |
| | price is the order value excluding freight, taxes, other charges etc. However, LD applicability is | |
| | without prejudice to HCSL right to terminate contract for delayed delivery or other actions | |
| 17. | as per Clause 14. Warranty/Guarantee: | |
| 17. | warranty/Suarantee. | |
| | a) The Dovetail foundations shall be guaranteed for rated performance and against damage | |
| | or failure due to faulty design, defective materials and bad workmanship for a period from | |
| | delivery of items until 12 months from the date of delivery of the ship to Owners OR 18 | |
| | months from delivery of items to Yard, whichever is earlier. Should such 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. | |
| | b) Further to equipment guarantee, replaced/repaired items shall be guaranteed for 12 | |
| | months from date of repair/replacement. | |
| | c) 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. | |



| 8. | Jurisdiction: | |
|-----|--|-----------------|
| 0. | All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate | |
| | dispute resolution mechanism can also be considered. | |
| 9. | Force Majeure condition: | |
| | Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary | |
| | evidence within 15 days from the date of occurrence/ cessation. | |
| 20. | For post bid queries, 03 days will be given. If the Queries are not closed within 03 days, bid will be summarily rejected. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender. | |
| 1. | PRICING: a. Bidders should quote prices for delivery of materials at HCSL stores. Insurance shall be to supplier scope. | |
| | b. Firms shall quote in INR only. | |
| | | |
| 0 | c. Comparison of prices will be in INR only. Fall Clause | |
| 22. | During the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with HCSL. | |
| 23. | Termination Clause (a) This purchase order may be terminated upon the occurrence of any of the following events: (i) By agreement in writing of the parties hereto; (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) 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; (iii) By the other party, upon both parties; Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or Having a reasonable petition filed seeking its" dissolution or liquidation, not stayed or dismissed within sixty (60) days; or Ceasing to do business for any reason. (iv) In cases where maximum limit of LD is reached and still the items are not delivered. (v) For fraud and corruption or other unacceptable practices. (b) 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. (c) HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e., 15 days' notice period. CSL shall be entitled to compensation for the loss limited to the order value. (d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by CSL for the material delivered/work done as per the payment milestones. | Forwards Former |
| | | Page 14 of 3 |

| 24. | Limitations of Liability: | |
|-----|--|-----------------|
| | Neither party shall be liable to the other party for any indirect and consequential | |
| | damages. Neither party shall be liable to the other party for any loss of profits or | |
| | loss of production | |
| 25. | Validity: | |
| | a. Prices should be valid for acceptance for a period of four months from the date of tender | |
| | opening. | |
| | b. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and | |
| | an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply | |
| | within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest | |
| | Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal | |
| | actions, including tender holiday after serving show cause notices, as deemed fit. | |
| | c. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. | |
| | However, if the bidder becomes L1 at original offer, conditional discount shall also be considered. | |
| | | |
| | d. Unpriced bid (price bid without price) duly signed is to be submitted along with techno- | |
| | commercial offer in the price format, provided. Price should be quoted separately for each item | |
| | shown in the format. In the event price bid is different from the unpriced format already | |
| | submitted, yard reserves the right to reject the offer at our discretion without any further | |
| | discussions. Details of optional items, if any, should be indicated under separate heading in the | |
| | Techno commercial bid and the respective price details should also be given in the price bid. | |
| - | Combining of figures against more than one item and ambiguous clauses will lead to rejection | |
| | of the bid. | |
| | e. If, in the price structure quoted for the required material/ item, there is discrepancy between | |
| | the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total | |
| | corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total | |
| | shall be corrected. If there is a discrepancy between words and figures, amount in words of | |
| | respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the | |
| | tender is liable to be rejected and the same shall be intimated. | |
| | f. After submission of quotation/price offers no unsolicited correspondence will be entertained. | |
| | g. Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but | |
| | reserves to itself the right to reject any or all or a part of any tender at its discretion. | |
| 26. | L1 computation shall be based on total cost of all items, including cost of accessories as | |
| | per tender <u>(excluding GST)</u> . | |
| 27. | SUB CONTRACTING AND ASSIGNMENT | |
| | Supplier shall not contract with any subcontractor and/or vendor without the prior written consent | |
| | of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities | |
| | under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of | |
| | any such contract shall comply with and correspond to the terms and conditions of the Purchase | |
| | Order. | |
| 28. | <u>General</u> : | |
| | a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on | |
| | case-to-case basis, and to include the same during the evaluation of the tender. | |
| | b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form | |
| | should be clearly furnished in a separate document titled as "List of Deviations" (Refer | |
| | Annexure-9), failing which it will be presumed that all the terms and conditions are acceptable. | THE CONTRACT |
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| | LE ETAS | 09rage 13 01 33 |
| | I ter way | ran / E/ |

My Cochin S

| | | 2 |
|-----|---|------------------|
| | c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers needs to depute their representative to HCSL during price bid opening. | · |
| 29. | Purchase Order: - a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender. | |
| | b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (i.e.: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted. | |
| 30. | SUPPLY : - a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. | |
| | b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account. | |
| | c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect , without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation. | |
| | d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods. | |
| 31. | HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time. | |
| 32. | HCSL reserves the right to commercially reject the offer if compliance is not issued to General terms and conditions without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable. | |
| 33. | If any clause of the above conditions is not acceptable to the tenderer, it should be specially indicated in the tender and comments to be drafted in a separate sheet, failing to which it will be presumed that all the terms and conditions are accepted by the bidder | |
| 34. | All above terms and conditions shall form part of contract. | |
| | Specify Yes / No with remarks, if applicable | वार्ड तिल्हान |
| | For Hooghly Cechin | Shipyard Limited |
| | le a Mar | V Cochin STAR |

SPECIAL TERMS & CONDITIONS (TWO-BID SYSTEM - PRICE BID PASSWORD PROTECTED)

1. MODE OF SUBMISSION OF TENDERS:

- Tenders should be submitted in two separate files as **PART-I** "**TECHNO-COMMERCIAL**" & **PART-II** "**PRICE**" indicating the tender number, due date of the tender in the Mail. **Tender to be submitted by E-mail only**.
- Bidders are requested to submit the bid by e-mail (<u>Price part password protected</u>) to the following email addresses clearly mention the tender reference in the subject line for easy identification:

sreerag.g@hooghlycsl.com / arijitsaha.ray@hooghlycsl.com

 While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable be treated as spam, not always necessary.

info, support, admin, sales, customer support, helpdesk, mail, mail admin, billing, hello, careers.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS:

- a. Stamped and signed copy of all pages of tender document and corrigenda (if any) with all supporting documents (as applicable) (Including Annexure-1, 2, 4);
- b. Financial documents as mentioned in "Common Requirements" of Annexure-1;
- c. Previous PO copies for similar supplies as per the requirement mentioned on Annexure-1;
- d. Signed Copy of un-priced Price bid (Annexure-3). Price bid without price & with percentage of taxes & duties and details like "quoted/Nil/included" need to be mentioned for each line item. (Without the price)
- e. General terms and conditions cum check list as per Annexure-4 with supporting documents if required
- f. Signed and stamped copy of Special terms and conditions as per Annexure-5;
- g. Signed and stamped copy of Tender conditions for Restriction of bidders sharing land border with India as per Annexure-6;
- h. Signed and stamped copy of Tender condition Preference to Make in India as per Annexure-7;
- i. List of Deviation (if Any) as per Annexure-8;
- j. Checklist duly undersigned with remarks, if any applicable as per Annexure-9;
- k. Vendor Details as per Annexure-10;
- I. NEFT mandate Form as per Annexure-11;
- m. Security Deposit formats per Annexure-12;
- n. Self-Declaration as per Annexure-13;
- o. Details of Legal Case(s) pending Format as per Annexure-14.

<u>All documents provided along with techno-commercial part should be stamped and undersigned and scanned and to made as a document. File to be named as "TECHNO-COMMERCIAL PART" and to be mailed in the above mail address.</u> <u>HCSL reserves the right the reject the bid in case of any discrepancies on the mentioned aspect.</u>



3. PRICE PART:

The price part should contain the following details:

- The price correspondent to each item;
- Taxes as applicable

Note:

- I. <u>Modification or alteration of the price bid format attached is strictly prohibited. Otherwise Bid will be liable for rejection.</u>
- II. In case Price bid is placed inadvertently in the Techno-Commercial Part or in case Price bid is not password protected, Bid will be straightway rejected.

<u>The price bid to be offered in the given format (Annexure – 3)</u>. Deviations to the format as given would be liable to decline of the bid so submitted. File to be <u>password protected</u> and named as "PRICE PART" and scanned and undersigned before sending through mail address on the mail address as given above.

- 4. Validity: The offer should be valid for a minimum period of 4 (Four) months of date of tender opening.
- 5. HCSL reserves the right to alter, modify the scope of supply at their discretion.
- 6. The Techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. *Tenderers shall not be allowed to attend the Techno commercial bid opening.*
- 7. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
- 8. For post bid queries, 03 days will be given. If the Queries are not closed within 03 days, bid will be summarily rejected. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.
- Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
- 10. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
- 11. The tender document to be submitted by the bidder in duly signed and sealed format.
- 12. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).
- After scrutinization of documents (Part I) provided by the bidders, and after successful techno-commercial qualification, bidders will be contacted prior to opening of price bid. Passwords will be asked before opening of price bid. Authorized representory is required during the opening of price bid. <u>DO NOT PROVIDE</u> <u>THE PASSWORD OF THE PRICE BID THROUGH E-MAIL.</u>



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| Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no. 3 dt 24.7.2020 | | | |
|---|--|--|--|
| Α | 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 turkey 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). | | |
| 2 | Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting. | | |
| | I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable) | | |
| В | 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. | | |
| С | Competent authority and Procedure for registration | | |
| 1 | The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure. | | |

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| D | Definition of Bidder and Bidder from a country sharing land border with India | | | | |
|---|---|--|--|--|--|
| 1 | Bidder is defined as any person or firm or company including any, member of a consortium or joint ventur every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process. | | | | |
| 2 | "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or | | | | |
| | d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above. | | | | |
| 3 | Type of business entity(Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person CompanyPartnership/LimitedLimitedLiabilityPartnership/JointVenture/Trust/NGCIn case of incorporated entity - to attach certificate of incorporation | | | | |
| | Beneficial Owners as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be giver in the format as given in Annexure-I duly certified by practicing Chartered Account in India. | | | | |

Declaration for land border sharing with India

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.

Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity 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).

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

Note:- (Evidence of valid registration by the competent authority shall be attached wherever applicable).

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Specify Yes/No

| | Yes / No | |
|---|---|---|
| A | Purchase preference in accordance with Public procurement (Preference to Make in India Order – 2017) Order from Department of Promotion of Industry and Internal Trade P-45021/2/2017/-B.E-II dt 04.06.2020 and as amended from time to time shall be applicable as per below | ÷ |
| 1 | In the procurement of all goods/services/works in respect of which there is sufficient local capacity/ local competition, only Class-I Local suppliers shall be eligible to bid irrespective of purchase value | |
| 2 | In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than 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 | |
| В | 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 | 5 |
| | 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 | |
| 1 | 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. | |
| 2 | For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II /Non local supplier as per below | |
| 3 | If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to 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 | |
| | | |

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| с | 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. | |
|--|---|--|
| 1 | Class I–Local content equal to or greater than 50% | |
| 2 | Class II-Local content greater than 20%, less than 50% | |
| 3 | Nonlocal-Local content less than 20% | |
| D | Declaration of local content | |
| 1 | Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made. | |
| 2 | In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) / practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content | |
| 3 | Verification of the Certificates issued by the bidder shall be carried out by HCSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law. | |
| 4 | Exemption is applicable from provisions of order for purchases with estimated values less than Rs5.0 lakhs | |
| 5 | 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. | |
| And and a second se | | A REAL PROPERTY AND A REAL |

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL PAGE 1 OF 1 SPECIFICATION

Tender Name: Supply of Dovetail Foundation for Cargo Hatch cover (Cargo Fittings) for 2200T Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

TENDER NO: HCSL/OPS/SB/TEN/033/2024-25

DATE: 10.07.2024

We hereby confirm and truly declare that our Offer / Bid No.dateddatedis in full compliance with the documents issued against the Tender No. HCSL/OPS/SB/TEN/033/2024-25 dated 10.07.2024, except for the deviations listed below:

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

| SI. No. | Description / Tender Reference | Reasons for Deviation | |
|------------|--------------------------------|-----------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Name of tenderer:

Date:

Name & Designation

9

Seal & Signature

(Company Seal)

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| SL. | DESCRIPTION | Tick (Yes/No) | | REMARKS |
|-----|---|---------------|----------|-------------|
| NO. | | YES | NO | |
| | PART- I – TECHNO-COMMERCI | AL CHECKLI | ST | |
| 1. | Submission of scanned copy of Audited Balance Sheet and Profit and Loss statement of last three FY's (2020-21, 2021-22, 2022-23). | | | |
| 2. | Income tax returns for the last three FY's (2020-21, 2021-22, 2022-23) or AY's (2021-22, 2022-23, 2023-24) | | | 8 |
| 3. | Scanned PO copies of similar supplies (as per subject tender) | | | |
| 4. | Scanned Copy of PAN, GST Registration Certificate | | | |
| 5. | Signed and stamped copy of Unpriced Bid (mentioning taxes and duties and "Quoted/Nil/Included" against each line item as per Annexure-3 (This is essential) | | | |
| 6. | Stamped and signed copy in duplicate the tender general terms & conditions, general and technical specification and special terms and conditions (Annexure-1, 2, 4, 5) | | | |
| 7. | Stamped and signed copy of Special information related to Make in India and Restriction of bidders sharing land border with India with comments "Yes/No" as per Annexure-6 & 7 | - - - | | |
| 8. | Compliance Statement – List of Deviations (if any) as per Annexure - 8 | | | |
| 9. | Checklist duly ticked/marked wherever applicable with comments (as applicable) (Annexure-9) | , | | |
| 10. | Filled forms duly signed and stamped as per Annexure-10 to 14 | | | |
| 11. | Any other comments? (Please enclose in separate sheet) | | | |
| 12. | Did you submitted all the documents as mentioned in clause 6a of Annexure-2 with the offer ? (This is essential) | | | |
| 13. | Did you provide any other documents (List of spares, accessories etc.) with the offer? | | | - - - |
| | PART- II – PRICE BID (PASSWORD PR | OTECTED) CI | HECKLIST | 2 |
| 1. | Price correspondent to each line item provided? | | | |
| 2. | All duties and taxes, Class inspection charges, Freight and forwarding charges and any other charges as indicated in Annexure-3., given? | | | |
| 3. | Signed and stamp of the bidder on the document | | | 1 |
| 4. | Ensure to protect the document with password | | | |
| | Note: The price bid document should be in the format as per Anne price bids which will be without password or is found attached be subjected to rejection of the complete bid. | | | |

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

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

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:

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TENDER DECLARATION

This is to certify that I have completely read and understood the tender enquiry / numberand we M/s...... hereby declare that will abide by all the tender conditions. Deviations, if any in the techno-commercial offer from that of the tender enquiry and subsequent corrigendum in any form will be clearly furnished by us in a separate document which will be titled as "List of Deviations".

If we are not providing any separate document titled as "List of Deviations" then it is to be considered that all the terms and conditions are acceptable to us.

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form

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

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

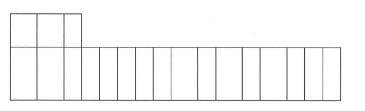


(Where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank, branch)

j. Type of the Account (S.B Current or

Cash Credit) with code (010/011/013)

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



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Annexure-12

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)

(.....)

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

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BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

Τo,

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

 WHEREAS
 (Name & Address of Supplier) (hereinafter called"

 the
 Supplier")
 has
 undertaken,
 in
 pursuance
 of

 Contract
 No
 Dated
 to execute
 (Name of

 Contract and brief description of works) (hereinafter called" the Contract").
 the Contract").
 Supplier

AND WHEREAS it has been stipulated by **HOOGHLY COCHIN SHIPYARD LTD** (The Buyer – hereinafter called "**HCSL**") in the said contract that the Supplier shall furnish **HCSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed(only).

2. This Bank Guarantee shall be valid upto (date)and

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

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

| Yours truly, | | |
|---------------------------|------|--|
| Signature and seal of the | | |
| guarantor | | |
| | | |
| Name of | | |
| Bank | | |
| | | |

Address.....

Date.....

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



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

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

- 1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.
- 2. If HCSL finds that, we have been blacklisted/ debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory) Name:

Designation

Phone No.:

Seal:

Date:

Place.....

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Details of legal cases pending against the firm

(Sample Format)

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

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