



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

Date: 05.09.2024

CORRIGENDUM NO: 2

Ref.

- i. Tender No. HCSL/PUR/TEN/2024/002, Dated: 09.08.2024.
- ii. Corrigendum-1 dated 23.08.2024.

Sub: Revised Tender Due Date.

TENDER FOR “Design, Supply and Commissioning of Work Boat & Davit with all Standard Accessories for 2200T DWT Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.”

The Amendments are given below:

- 1) Last date of submission of tender is extended up to 07/09/2024 at 15:00 hrs.
- 2) The date of opening of tender will be at 15:30 hrs on 07/09/2024.
- 3) All other term and conditions shall remain unaltered.

For Hooghly Cochin Shipyard Limited



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

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



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Tender No: **HCSSL/PUR/TEN/2024/002**

Dated. 09.08.2024

TENDER NOTICE

Competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSSL) 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:

Tender No. & date	HCSSL/PUR/TEN/2024/002, Dated: 09.08.2024
Scope of work	Design, Supply and Commissioning of Work Boat & Davit with all Standard Accessories for 2200T DWT Multipurpose Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. (Technical Specification attached separately)
Type of Tender	Two Bid
Cost of tender form	NIL
Earnest Money Deposit (EMD)	NIL
Last date & time of receipt of tender	23.08.2024 to 15:00 hrs.
Date & time of opening of technical bid	23.08.2024 up to 15:30 hrs.
Lead time of Work Completion	Within 04 months (from the date of issuance of Purchase Order)
Officer - in - Charge	Name: Saikat Kumar Biswas Designation: Deputy Manager (Materials) Email: saikat.biswas@hooghlycsll.com Phone No: +91 8250792208 Name: Sreerag. G Designation: Manager (Materials) Email: sreerag.g@hooghlycsll.com Phone No: +91 9482608957

Order processing will be done as the following:

Tender evaluation mode: Item-wise evaluation.

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

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

Signature and Seal of the Bidder(s)

For Hooghly Cochin Shipyard Limited



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

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

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

Officer - in - Charge for the above work:

Name: Saikat Kumar Biswas
Designation: Deputy Manager (Materials)
Email: saikat.biswas@hooghlycsl.com
Phone No: +91 8250792208

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

For any Technical queries:

Name: Samrat Basu
Designation: Senior Manager (Mechanical)
Email: samrat.basu@hooghlycsl.com
Phone No: +91 9094362621



For Hooghly Cochin Shipyard Limited

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Signature and Seal of the Bidder(s)

For **Hooghly Cochin Shipyard Limited**



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 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 addition to adhere to all technical specifications as enclosed with the tender document.
4. **Un-priced bid** to be submitted along with techno-commercial part (Part – I – Techno-commercial Bid) with details like percentage of taxes & duties applicable & details like “**Quoted/NIL/Included**” to be mentioned for each line item as per **Annexure-4**.
5. **Unprotected Price Bids/ Price Bids which are NOT password protected will be subject to rejection/disqualification of bid and HCSL as a whole reserve the right to cancel out such bids.**
6. **Tenders should be submitted through E-mail only. No hard copy of the tender documents will not be accepted and may be 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. The tender will be settled based on the lowest quote offered for each item (**Item-wise Evaluation**) as per price bid format (Excluding GST); Quotations should be provided in INR.



Pre-qualification Criteria

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

- i. Successful experience of similar supply to **State/Central Govt./ Private Shipyards within the last 5 years**, ending last day of month previous to one in which applications are invited. (Copy of PO along with the delivery challan/Invoice is required).

Similar supply:

1. Work Boat: Supply of Work Boat/ Life Boat/ Rescue Boat with standard Accessories.
 2. Davit: Supply & Commissioning of Davit with standard Accessories.
- ii. Supplier should be in the similar business for last 3 years.
 - iii. 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.
 - iv. The average Annual Turnover of the bidder should be more than **Rs.10 Lakhs** during the last three preceding years.
 - v. The Tenderer should enclose copy of MSME Certificate in relevant Field, PAN, GST registration certificate, Income tax returns for last three FY.
 - vi. Offers from joint ventures/consortium will not be accepted.
 - vii. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)



GENERAL SPECIFICATION OF WORK BOAT

1. REQUIREMENT

This specification relates to the supply of Work Boat with accessories for the 2200T Multipurpose Vessel for RSV4 which is being built by Hooghly Cochin Shipyard Limited. Supply shall be as per the detailed technical specifications.

Quantity indicated in this technical specification is for one vessel.

2. GENERAL

a. Type of vessel:

The Vessel shall be driven by twin screw conventional shaft & fixed pitch propeller system. The hull and main deck shall be Hull and super structure made of IRS Grade A.

b. Class and Flag:

The vessels shall be built under the following flag and classifications:

Flag : India

Classification : Indian Register of Shipping.

Class Notation : 𑌕 SUL INDIAN RIVER SEA VESSEL -TYPE 4 "Equipped for Carriage of Containers" 𑌕 IY "General Cargo Vessel"

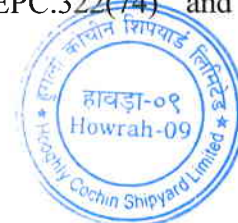
c. Rules and Regulations

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 specification.

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:

- a) International Convention on Tonnage Measurement of Ships, 1969, as amended
- b) International Convention of Load line 1966 and protocol of 1988
- c) M.S (Tonnage Measurement of Ships) Rule, 1987 as amended
- d) IS Code 2008
- e) DGS Order No. 18 of 2013 - Notification for Construction, Survey, Certification and Operation of Indian River Sea Vessel- Type 1,2,3 &4
- f) IMO Resolution A.714(17) - Code of Practice for Cargo Stowage and Securing.
- g) EEDI - MEPC 308 (73), as amended by resolutions MEPC.322(74) and MEPC.332(76)
- h) IMSBC Code
- i) IMDG Code
- j) Merchant Shipping (Control of Anti-fouling System) Rule 2016



d. **Design Conditions**

The following ambient conditions shall be considered for the selection of the Vessel's equipment and machinery. Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:

Sea water temperature	:	max. 32° C min. 5° C
Air temperature outside	:	max. 40° C min. 10° C
Relative Humidity	:	max. 90% min. 50%
Engine Room temperature	:	50° C

TECHNICAL SPECIFICATIONS OF WORK BOAT

a) One set of Work Boat complying with River Sea Vessels – Type 4 rules as per DG Shipping Order No. 18 of 2013 rules, complying with SOLAS, IMO resolutions and IRS classification society rules and regulations to be supplied along with required certification.

b) **Work Boat:**

Type	: Work boat
Length	: ~4.2m
Breadth	: As per maker's standard
Height	: As per maker's standard
Material	: Inflatable
Propulsion System	: ~15HP gasoline outboard gasoline engine (self-propulsion)
Painting	: As per maker's standard
Weight	: To be specified by the OEM.

Suitable lifting arrangements shall be provided in the Work boat.

The standard inventories should be included in the scope of supply.



GENERAL SPECIFICATION OF DAVIT

1. REQUIREMENT

This specification relates to the supply of Davit with accessories for the 2200T Multipurpose Vessel for RSV4 which is being built by Hooghly Cochin Shipyard Limited. Supply shall be as per the detailed technical specifications.

Quantity indicated in this technical specification is for one vessel.

2. GENERAL

a. Type of vessel:

The Vessel shall be driven by twin screw conventional shaft & fixed pitch propeller system. The hull and main deck shall be Hull and super structure made of IRS Grade A.

b. Class and Flag:

The vessels shall be built under the following flag and classifications:

Flag : India

Classification : Indian Register of Shipping.

Class Notation : 𑌵 SUL INDIAN RIVER SEA VESSEL -TYPE 4 “Equipped for Carriage of Containers” 𑌵 IY “General Cargo Vessel”.

c. 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 specification.

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:

- a) International Convention on Tonnage Measurement of Ships, 1969, as amended
- b) International Convention of Load line 1966 and protocol of 1988
- c) M.S (Tonnage Measurement of Ships) Rule, 1987 as amended
- d) IS Code 2008



- e) DGS Order No. 18 of 201 3 - Notification for Construction, Survey, Certification and Operation of Indian River Sea Vessel- Type 1,2,3 &4
- f) IMO Resolution A.714(17) - Code of Practice for Cargo Stowage and Securing.
- g) EEDI - MEPC 308 (73), as amended by resolutions MEPC.322(74) and MEPC.332(76)
- h) IMSBC Code
- i) IMDG Code
- j) Merchant Shipping (Control of Anti- fouling System) Rule 2016

d. Design Conditions

The following ambient conditions shall be considered for the selection of the Vessel's equipment and machinery. Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:

Sea water temperature	:	max. 32° C min. 5° C
Air temperature outside	:	max. 40° C min. 10° C
Relative Humidity	:	max. 90% min. 50%
Engine Room temperature	:	50° C



TECHNICAL SPECIFICATIONS OF DAVIT

a) One set of Davit complying with River Sea Vessels – Type 4 rules as per DG Shipping Order No. 18 of 2013 rules, complying with SOLAS, IMO resolutions and IRS classification society rules and regulations to be supplied along with required certification.

b) **Davit:**

Type : Davit of approved type for work boat

Min. outreach : ~3.5 m

Capacity : Maximum Working Load (M.W.L) for the purpose here is 3+1 injured person of weight 75 Kg each, with stretcher and weight of work boat along with OBM and necessary equipment of work boat.

Operation type : Manual

Weight : To be specified by the OEM

The standard inventories should be included in the scope of supply.

c) **Recommended Specifications for Davit:**

1. The davit and winch structural members shall have a design safety factor of 4.5 times the Maximum Working Load (MWL). MWL includes the total of the weight of the boat, personnel's and boat equipment.

2. The davit shall be fitted with a mechanical (handle) typewinch and shall be capable of raising and lowering the workboat at MWL.



Tender No. HCSL/PUR/TEN/2024/002

Date: 09.08.2024

PRICE BID FORMAT

SL. NO	DESCRIPTION	Qty	UOM	Unit Rate	Total Price
1	Supply of Work Boat with all Standard Accessories(including OBM). as per Technical Specification & General Specification.	1	Set		
2	Supply and Commissioning of Davit with all Standard Accessories. as per Technical Specification & General Specification.	1	Set		
3	Total Basic Price without GST (INR)				
4	Transit Insurance Charges	By Vendor			
5	HSN Code				
6	GST (as applicable)				
7	Total Order Value including GST (FOR HCSL Stores Price)				
8	Additional Per man-day Service Engineer charges including Local Travel, Boarding, Lodging, Flight Tickets etc. over and above free man-days included in the offer				
9	Delivery Period required at HCSL stores	04 Months from the date of issue PO.			

NOTE:

1. Quoted rate should be inclusive of all charges considering entire Scope of Work and Technical Specification. Freight Charge, should be included in Unit Rate and not to be mentioned as a separate line item.
2. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
3. **L1 Bidder will be evaluated based on individual L1 basis for each line items excluding GST.**
4. **Un-priced Price bid** as per **Annexure-4** to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable & details like **quoted/nil/included** to be mentioned for each line item.
5. **Price bids submitted without password or is found attached along with techno-commercial documents will be subjected to rejection of the complete bid.**

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:

GENERAL TERMS & CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of noncompliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. In the case of E tender offers shall be submitted only through HCSL E procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause5), should be submitted alongwith part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	
4	Spare/Tool requirements to be confirmed, if applicable Refer: Technical Specification & General Specification (Annexure-3A & 3B) The same shall be included in offered costs and shall be a part of L1 evaluation. List of Spares to be submitted alongwith the offer.	
	Following Certificates is to be submitted for the item in the event of an order: Refer: Technical Specification & General Specification (Annexure-3A & 3B) (Please note that the Class test and approval charges are to be included in the equipment pricing)	
5	SPECIFICATIONS: - a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. b) Materials offered shall conform to CSL specifications and drawings.	




	c) Samples are to be supplied free of cost in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
6	Packing materials should be ecofriendly.	
7	Supplier should follow the statutory requirements of product offered.	
8	Products supplied shall be nontoxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9	COMMISSIONING: -Qualified service engineer to be made available at the yard for Installation & commissioning for a period of 03 days for vessel. Costs for above to be considered in the equipment pricing. However the additional days shall be chargeable only in consideration of total of 56 days.	
	b) Cost considered to include travel tickets, lodging and local transport costs.	
	c) Additional man-day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man-days.	
	d) Whether the applicable taxes in India shall be borne by HCSL/Supplier (In the case of foreign vendors)	
	e) Income tax liability of non resident service engineer based on his period of stay in India shall not be borne by HCSL.	
	f). The nonresident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable HCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by HCSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/non existence of business connection or permanent establishment in India. (The above is only an indicative list)	
10	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	
11	MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSE firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab for further reference.	
12	a. Delivery time required for supplies should be indicated in the offer (including	



	<p>time frame for drawing preparation, class approvals, manufacture etc.).</p> <p>Delivery period: 04 (Four) Months from the date of issue of Purchase order/LOI.</p> <p><u>Delivery Address:</u> HCSL Stores, Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109.</p>	
13	<p><u>SHIPMENT</u></p> <p>a. Supplier shall intimate HCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.</p> <p>b. A minimum 14 days free detention period is to be granted for clearance of the goods at Cochin seaport, as applicable for full containers.</p>	
14	<p><u>PAYMENT TERMS:</u> a. For equipments with commissioning</p> <p>a) 80% of the amount will be released after the completion of delivery at HCSL against the order as per the purchase order, technical specifications, terms and conditions on furnishing bill in triplicate.</p> <p>b) Remaining 20% will be released after successful sea trail of the vessel by owner/class.</p>	
	<p>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 CSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.</p>	
	<p>d) 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). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid</p>	
	<p>e) For deviation in Payments terms from HCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
	<p>f) Part payment shall be considered only if specifically agreed against partial supplies.</p>	



15	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u></p> <p>a.i The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties,) in the form of demand draft drawn in 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 Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>a.ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p>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. 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, Nazirgunge, Howrah.</p> <p>a.iv)The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20lakhs 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.</p>	
	<p>b) If the bidder is not agreeable to submission of SD/ warantee 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.</p> <p>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.</p> <ul style="list-style-type: none"> • The bidder has not quoted for entire tendered quantity • HCSL has technically / commercially rejected a few items in the tender <p>c) SD to be submitted within 2 weeks of receipt of order from yard.</p> <p>d) Format of bank guarantee along with enquiry to be agreed, in general</p> <p>e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to CSL designated bank (for overseas bidders)</p>	
16	<p>Risk Purchase:</p> <p>If the supplier fails to supply the items ordered in good quality as per contract</p>	

	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 full 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 be addressed by serving appropriate caution/ warning notice to the firm.	
17	<p><u>Liquidated Damage:</u></p> <p>In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price of machinery/equipment, subject to a maximum of 10% of the total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Clause 16.</p>	
18	<p><u>Guarantee</u></p> <p>a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period 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 occurs within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses.</p>	
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
19	<p><u>Jurisdiction:</u></p> <p>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. Alternate dispute resolution mechanism can also be considered.</p>	



20	<p><u>Force Majeure condition:</u></p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Govt., 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.</p>	
21	<p><u>Indian Agent:</u></p> <p>a) Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.</p> <p>b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to CSL shall be furnished.</p> <p>e) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.</p> <p>d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.</p> <p>e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender</p>	
22	<p><u>PRICING:</u>a. Offers quoted on High Sea Sale basis will not be accepted. Overseas firms should quote prices both on FOB and C&F Cochin Seaport terms.</p> <p>Bidders should quote prices for delivery of materials at HCSL stores. Insurance shall be to HCSL scope.</p> <p>b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders.</p> <p>c. Offer to be submitted generally in EUR/INR currency.</p> <p>Firms shall quote in INR only.</p>	



d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid	
e. Prices should be valid for acceptance for a period of four months from the date of tender opening.	
f. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
g. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	
h. Un-priced bid (price bid without price) duly signed is to be submitted alongwith techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	
i. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated.	
j. After submission of quotation/price offer no unsolicited correspondence will be entertained.	
k. Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.	
l. HCSL reserves the right to place order to the techno-commercially qualified lowest bidder in full or individual items to the respective lowest bidder in the tender.(except in cases where basis of L1 arrival is declared specifically in enquiry). Also please refer loading applicable for split order of value less than 20 lakhs (Clause 15 b)	



	m. In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.	
	L1 computation shall be based on Individual Basis (Item-wise Evaluation), including cost of spares as per tender & Class/certification charges, if applicable, required as per tender (excluding GST/IGST). For all import consignments directly imported in HCSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.	
23	<p><u>Integrity Pact:</u></p> <p>As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer.</p> <p>The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p>	
24	<p><u>Grievance Redressal Committee:</u></p> <p>As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.</p> <p>a) Smt. Anjana K R, GM (Design) b) Shri. Shibu John, GM (Finance) c) Smt. Bindu Krishna, AGM (Legal)</p>	
25	<p>SUB CONTRACTING AND ASSIGNMENT</p> <p>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.</p>	
26	<p><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.</p> <p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.</p>	



	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E-Tender, suppliers shall not depute their representative to HCSL. However techno-commercially qualified supplier can view the price details in HCSL E-procurement portal after opening the price-bid—	
27	P.O:- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender.	
	b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted.	
28	SUPPLY:- a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. The customs clearance charges of above shall be to supplier account.	
	b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	
	c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.	
	d) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	



29	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.	
30	HCSL reserves the right to commercially reject the offer if compliance is not issued to terms at Sl. No.14, 15, 16, 17 & 18 without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	

Note: Statement striked out is not applicable.

Specify Yes / No with remarks, if applicable



**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, Order no 3 dt 24.7.2020 and amendments issued by GOI
time to time.**

A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turnkey contracts, contractors shall not be allowed to subcontract 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 subcontracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting 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 sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of Acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration



1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order – Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"Bidder from a country which shares a land border with India "for the purpose of this Order means: – a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	Type of business entity (Private Limited Company / Public Limited Company / Sole Proprietorship / One Person Company / Partnership / Limited Liability Partnership / Joint Venture / Trust/ NGO) In case of incorporated entity–to attach certificate of incorporation
	Beneficial Owners –as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019–PPD dated 23 rd 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.

Note: Statement striked out is not applicable.



Tender condition- Preference to Make in India	
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,4.6.2020 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 Rs 200.0 Crores, only Class I local Suppliers along with Class II local suppliers shall be eligible to bid.
	Purchase preferences for Class I local suppliers
B	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
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.
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 L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference
C	Local content requirement to categories a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 i.e 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	Non local-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 Rs 5.0 lakhs
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.

Note: Statement striked out is not applicable.



SPECIAL TERMS & CONDITIONS

1. MODE OF SUBMISSION OF TENDERS

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

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS: -

- i. Important Instruction to Bidders (Annexure-1)
- ii. Pre-qualification Criteria. (Annexure-2)
- iii. Technical Specification (Annexure-3A, 3B)
- iv. Price bid Format (Annexure-4)
- v. General Terms and Conditions (Annexure-5)
- vi. Special Instruction to Bidder (Annexure-6)
- vii. Techno-Commercial Check List (Annexure-7)
- viii. List of Deviation, if any.(Annexure-8)
- ix. Vendor Details (Annexure-9)
- x. NEFT Mandate Form (Annexure-10)
- xi. Form of Bank Guarantee towards SD/PBG(Annexure-11)
- xii. Self-Declaration by bidders (Anenxure-12)
- xiii. Status of pending legal cases (Annexure-13)

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- a. Price against item as per Annexure-4.
- b. Taxes & duties as applicable shall be indicated.

Note:

- i. Modification or alteration of the price bid format attached is strictly prohibited. Otherwise Bid will be liable for rejection.
- ii. 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.

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

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



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

saikat.biswas@hooghlycsl.com
sreerag.g@hooghlycsl.com

6. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course.
7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as “List of Deviations”.
8. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
9. 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.
10. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
11. The bidder shall submit a signed & sealed copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

For Hooghly Cochin Shipyard Limited



TECHNO-COMMERCIAL CHECK LIST				
SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in two parts –Techno-commercial& Price (Password Protected)			
2.	Delivery date confirmation to yards delivery schedule			
3.	Validity of offer – Four (04) months			
4.	Payment Terms - confirm your offered mode of payment			
5.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6.	Delivery at HCSL stores including freight, Class Inspection Charges, if any & insurance charges.			
7.	Have you quoted the rates for delivery at Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 (For HCSL Stores basis).			
8.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
9.	L.D. payable as per relevant Clause in the General terms of enquiry.			
10.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
11.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
12.	Supplier Should furnish all technical documents (ref. of Technical Specification at Annexure-3A, 3B)			
13.	Confirm all other terms and conditions of enquiry are acceptable.			
14.	Please Confirm that the materials will be supplied as per the Technical Specificationsand Quoted Price is considering the entire scope of supply.			



VENDOR DETAILS (to be submitted along with TECHNICAL BID)

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

- **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:

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

(.....)

Signature of Employee

Bank Certificate

We certify that _____ has an Account
No. _____ with us and we confirm that the details given
above are correct as per our records.

Date:

Place:

(.....)
Authorized official of Bank

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE**

To
HOOGHLY COCHIN SHIPYARD LTD
(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**").

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

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

NOW THEREFORE we (Name of the Bank) having its Head Office at
..... (Address of Head Office) and acting through its branch
office at (Address of the executing branch) (hereinafter called "**the Bank**")
hereby affirm that we are the Guarantor and responsible to **HCSL**, on behalf of the Supplier up to a total
of (amount of Guarantee) in words).

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

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

Any demand for payments 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

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.

Your truly,

Signature and seal of the guarantor:.....

Name of Bank:.....

Address:.....Date:.....

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

Self-Declaration to be given by the 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:.....

(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

SIGNATURE OF BIDDER