



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

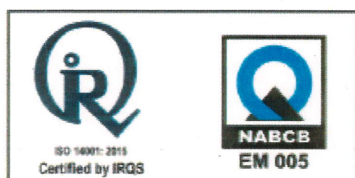


वसुधैव कुटुम्बकम्
ONE EARTH • ONE FAMILY • ONE FUTURE

NOTICE INVITING TENDER

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

Tender No. & date	HCSL/OPS/SB/TEN/132/2023-24 dated 25.05.2023
Scope of work	Procurement of Elbow 90 Deg 1.5D ASTM A234 Gr WPB (for Pipe) for 2200T Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. (Detailed specification is enclosed separately)
Type of Tender	Single Bid
Cost of tender form	NIL
Earnest Money Deposit (EMD)	NIL
Last date & time of receipt of tender	06.06.2023 at 1500 Hrs.
Date & time of opening of technical bid	06.06.2023 at 1530 Hrs.
Tenure of contract	Within 21 Days (from the date of acceptance of Purchase Order).
Officer - in - Charge	<p>Name: Johnson Grandage Designation: Deputy Manager (Mechanical) Email: johnson.g@hooghlycsl.com Phone No: +91 9562266770</p> <p>Name: Samrat Basu Designation: Manager (Mechanical) Email: samrat.basu@hooghlycsl.com Phone No: +91 9094362621</p>



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

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

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

Tender reference number highlighting due date & time of submission of tender should be clearly indicated on top of the respective envelopes.

Sealed tenders in Two cover system (Pre-qualification cum Technical and Price Bid) addressed to The DGM (P&O) shall be **dropped in the HCSL tender box or courier to Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 to reach us on or before the due date and time. Mail Quotations are not acceptable. Minimum qualification criteria for participating in the tender will be as follows:**

- i. Successful experience as material supplier in the successful completion of **one (1)** similar material supply of nature and complexity comparable to the proposed material within the last **5 years** from the date of issue of tender document. The value of the Supply of material should not be less than **Rs. 3.45 lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Or

Successful experience as material supplier in the successful completion of **two (2)** similar material supplies of nature and complexity comparable to the proposed material supply within the last **5 years** from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 2.16 lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

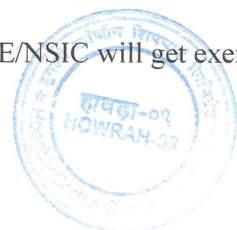
Or

Successful experience as material supplier in the successful completion of **three (3)** similar material supplies of nature and complexity comparable to the proposed material supply within the last **5 years** from the date of issue of tender document. The value of each Supply of material should not be less than **Rs. 1.73 Lakhs**. (Satisfactory completion certificate from the Client for work done should be submitted along with bid).

Similar Supply means: Supply of elbow or flange for State/Central Govt., Shipyards, MNCs or similar etc. within the respective years ending last day of month previous to one in which applications are invited.

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

- i. The Tenderer should enclose copy of Trade License, PAN, GST registration certificate, Income tax returns for last three FY.
- ii. Offers from joint ventures/consortium will not be accepted.
- iii. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)



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

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

Officer - in - Charge for the above work:

Name: Johnson Grandage
Designation: Deputy Manager (Mechanical)
Email: johnson.g@hooghlycsl.com
Phone No: +91 9562266770

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



For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
होघली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

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Signature and Seal of the Bidder(s)



For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
होगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

A) SCOPE OF SUPPLY

Supply of elbow 90 Deg 1.5D ASTM A234 Gr WPB for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Detailed specification is enclosed separately).

B) IMPORTANT INSTRUCTION

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

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.

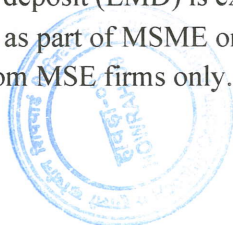
I. For the consideration of the offer and its price bid opening, suppliers should ensure the compliance of following points (which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and techno-commercial check list herewith.

1. Pre-Qualification Criterion.
2. Payment of Tender fee.
3. EMD/ Bid Security Declaration.
4. Liquidated damage.
5. Payment terms.
6. Validity of offer.
7. Security deposit.
8. Guarantee.
9. **Elbow Dimension and Material to meet the Technical Specification.**
10. Risk purchase
11. Submission of relevant catalog for offered material (if applicable)
12. Self-certified copy of MSE/NSIC certificate **in relevant** field, if applicable
13. Price bid to be submitted strictly as per the price bid format attached at Annexure-3
14. Un priced bid as per **Annexure-3** 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

II. MSME/ NSIC BENEFITS:

7. 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.

- Tender Forms Shall Be Issued Free of Cost.
- Payment of earnest money deposit (EMD) is exempted.
- The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.



B. For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit also extended in addition to above.

Waiver of security deposit (SD) for the performance of the contract (5% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (5% of order value by the way of bank guarantee) to be submitted by the firm as applicable.

C. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.

D. When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement shall be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 25% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from district industries center / NSIC, for qualifying in the above criteria.

E. In the case of tender item non-splitable or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.

F. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

III. 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.





For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
हूगली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

TECHNICAL SPECIFICATION**1. NAME & QUANTITY:**

1. Supply of Elbow conforming to the relevant standards as per the attached LIST OF ITEMS (Table-1) in Technical Specification.
2. Quantity indicated is for only one (1) vessel.
3. The elbow should have a workmanlike finish and to be free from internal defects.
4. All elbow shall be inspected by Hooghly Cochin Shipyard's representative or a third party authorized by Hooghly Cochin shipyard, confined to the following aspects as per the standard mentioned above on arrival at yard.
5. Identification markings are to be legibly stamped, or punched on each elbow.
6. All raw material used shall be fresh / new i.e., recycling of used is not acceptable. Casting and then forging is not acceptable
7. The pipe fittings should be of weldable and machinable type. Similarly, elbow should be weldable type.
8. Original plus 3 copies of material/chemical composition and test certificate shall be furnished at the time of supply of the item. All documents and markings shall be in ENGLISH and in metric system.
9. Elbow shall be manufactured and suitable for ASTM 106 Grade B
10. All documents and markings shall be in ENGLISH and in metric system.

2. PRESERVATION

- a) Each item shall be cleaned, prepared & suitably protected for dispatch in such a way so as to prevent ingress of moisture and contamination during transportation & storage.
- b) The machined surface of items is to be suitably protected against mechanical damage during shipment & storage.
- C) The rust / corrosion preventive (if applicable) used shall be removable with a petroleum solvent or the same shall not be harmful to welding.

3. GUARANTEE

Manufacturer shall guarantee all the items for any defect in design, material and workmanship for a period as mentioned in the commercial terms of the inquiry.

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



A handwritten signature in blue ink, consisting of a stylized 'S' followed by a flourish.

Table-1

Sl No.	Flange Specification	Material Specification	NB (mm)	Thickness	Qty (Nos.) [A]
1	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	40	Sch 40	25
2	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	40	Sch 80	25
3	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	50	Sch 80	25
4	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	65	Sch 80	35
5	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	80	Sch 80	25
6	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	100	Sch 80	25
7	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	125	Sch 40	35
8	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	125	Sch 80	20
9	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	150	Sch 80	15
10	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	250	Sch 80	10

NOTE :	Material shall be suitable for ASTM 106 Grade B
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Price Bid Format**Procurement of Elbow for 2200T Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.**

Sl No.	Flange Specification	Material Specification	NB (mm)	Thickness	Oty (Nos.) [A]	Unit Rate (INR) [B]	Total Amount (INR) [C]=[A] X [B]
1	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	40	Sch 40	25		
2	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	40	Sch 80	25		
3	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	50	Sch 80	25		
4	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	65	Sch 80	35		
5	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	80	Sch 80	25		
6	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	100	Sch 80	25		
7	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	125	Sch 40	35		
8	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	125	Sch 80	20		
9	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	150	Sch 80	15		
10	Elbow 90 Deg 1.5D	ASTM A234 Gr WPB	250	Sch 80	10		
12	Total Amount without GST (C1 + C2 + C3 + C4 + C5 + C6 + C7 + C8 + C9 + C10) in INR						
13	Total GST Amount in INR						
14	Total Amount including GST in INR						



NOTE:

1. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
2. Quoted rate should be inclusive of all charges considering entire Scope of Work and Technical Specification. Freight Charge, if any, should be included in Unit Rate and not to be mentioned as a separate line item.
3. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
4. L1 Bidder will be evaluated based on the combined cost of all the items excluding GST.
5. Un-priced Price bid as per Annexure-3 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.

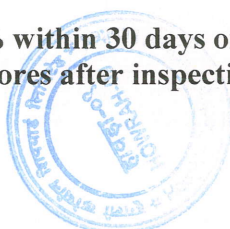


Seal & Signature of Bidder

GENERAL TERMS AND CONDITIONS

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. Offer shall be submitted in the prescribed form to M/s Hooghly Cochin Shipyard Ltd (HCSL), Nazirgunge Works, Satyen Bose Road, P. O. Danesh Sk. Lane, Howrah - 711 109, West Bengal at the designated tender box and has to be addressed to The DGM, P&O (HCSL).
4. All applicable taxes, duties, transportation, delivery, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
5. Indigenous tenderers should quote prices for delivery of materials at HCSL store (**Address:** Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711 109). Insurance for transit shall be arranged by the vendor.
6. Loading, transportation and all sundry expenses etc. shall be at supplier's scope. Material unloading scope at Hooghly Cochin Shipyard Ltd, Nazirgunge Unit is under HCSL Account.
7. In case of rejection, the rejected item shall be taken back by the supplier from HCSL site and replace the same with new, without any additional cost. The replacement has to be completed within 72 hours from the date of intimation.
8. Final amount shall be calculated in the basis accepted quantity against certified invoice by HCSL executing officer/store officer.
9. HCSL has the right to withdraw the tender in partial or full during the course of this tender.
10. Bidders to note that no advance payment will be made by HCSL against work order issued.
11. Bidders can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.
12. **Delivery Period is 21 days from the date of issue of PO.**
13. **PAYMENT TERMS:**

a. HCSL payment term is 100% within 30 days of receipt and acceptance of materials along with relevant documents at HCSL stores after inspection by HCSL Competent Authority.



b) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.

c) 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.

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

14. Materials offered shall confirm to HCSL specification.

15. **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.

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 ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Risk Purchase clause.

17. **Risk Purchase:** If the supplier fails to supply the items ordered within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.

a) To terminate the contract with 07 days' notice forfeiting.

b) To initiate alternate procurement action at the risk and cost of the supplier.

18. **Warranty/ Guarantee:** - The Items supplied shall be guaranteed against damage or failure due to defective materials and bad workmanship. Should such damage/ failure occur supplier should immediately rectify the failure by repair/replacement within 10 days notice period, at supplier's own expenses.

19. **MSEs, Startups and Make in India:** Local Suppliers (Make In India), MSE firms and Start-ups will be eligible for various Relaxation in pre-qualification criteria and other Benefits as per orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxations in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab, for further reference.

20. Suppliers are allowed to depute their authorized representative to be present at the time of opening of the price bid.



21. **Indian Agent** - Hooghly Cochin Shipyard Ltd. (HCSL) is a 100-percentage subsidiary of Cochin Shipyard Ltd (CSL) under ministry of Ports Shipping And Waterways Govt. of India Enterprise and prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with HCSL, the commission payable by the supplier to such an agency shall be intimated. The Indian agent shall be enlisted with Director General of Supplies and Disposals under the compulsory registration scheme of Ministry of Finance.

If manufacturer's effect supplied through Agents only, authorization in writing from manufacturers in favor of the Agent for supply to HCSL shall be furnished. If Indian Agent submits offers on behalf of foreign manufacturers, copy of the Agency Agreement between them and their mutual interest in the basis to be furnished. In case where an Agent participates in a tender on behalf of a foreign manufacturer with specific authorization from the manufacturer, he should not quote on behalf of another foreign manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. In other words, one Agent cannot represent two suppliers or quote on their behalf in a particular tender.

22. **Jurisdiction:** All questions, disputes or difference arising under, out of, or in connection with contracts shall be subjected to the exclusive jurisdiction of the Courts at Kolkata, India.

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

a) Cost of Tender Form: NIL.

b) EMD: NIL

24. **Security Deposit/ Warrantee Bank Guarantee:**

a.i The successful bidder shall remit a security deposit of 5% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Hooghly Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.

a.ii) 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 21), 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, Kolkata.

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 5% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid. However in cases where total quoted value is less than 20 lakhs,(ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs , the aforesaid loading will be applied on individual items in following cases.

- The bidder has not quoted for entire tendered quantity
- HCSL has technically / commercially rejected a few items in the tender

c) SD to be submitted within 7 Days of receipt of order from yard.



- d) Format of bank guarantee along with enquiry to be agreed, in general.
- e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank (for overseas bidders)
25. Supplier should depute only persons who are entitled for exemption for income tax in India for any site work. In case the supplier does not depute such persons, the tax liability will be to supplier's account.
26. Packing Material should be eco-friendly.
27. Supplier should follow the statutory requirements of products offered.
28. After submission of tender, no unsolicited correspondence will be entertained.
29. 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.
30. In any case of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.
31. 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.
32. If an agent submits bid on behalf of the 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.



For Hooghly Cochin Shipyard Limited

कमांडर पी के मीश्रा (से. नि)
Cdr. P K MISHRA (Retd.)
उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)
होवली कोचीन शिपयार्ड लिमिटेड
HOOGHLY COCHIN SHIPYARD LIMITED

SPECIAL INSTRUCTIONS FOR SINGLE BID SYSTEM

1. **MODE OF SUBMISSION OF TENDERS**

Tenders should be submitted in ONE Single sealed cover superscripted in capital letters as "TECHNO-COMMERCIAL & PRICE BID" indicating the tender number, due date and name & address of the tender.

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 document.
- b. Copy of PAN, GST registration certificate, Audited Balance sheets, Profit & Loss statement of the firm and Income tax returns for the preceding 03 years (2019-20, 2020-21, 2021-22).
- c. Technical Specification as per **Annexure 2**. to be compiled.
- d. Techno-commercial check list as per **Annexure 6** with supporting documents if required.
- e. Vendor Details as per **Annexure 7**.
- f. NEFT mandate Form as per **Annexure 8**.
- g. List of Deviation (if Any) as per **Annexure 9**.

3. **PRICE PART**

In Price Part as per Price Bid format (**Annexure 3**) should be signed and stamped kept in same cover and submitted strictly as per tender schedule.

4. **Validity:** The offer should be valid for a minimum period of two (02) months of date of Bid opening.
5. HCSL reserves the right to alter, modify the scope of supply at their discretion.
6. The Techno-commercial part and Price part will be opened on the due date of tender. ***Tenders are allowed to attend the bid opening.***
7. The Tender shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.
8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.
9. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
10. 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.
11. Price part should be submitted exactly in the Price Format as provided. Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.



12. Check lists, both technical & commercial, duly filled & signed should be submitted along with "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.
13. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
14. The tender document to be submitted by the bidder in Duly signed and sealed format.
15. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).



For Hooghly Cochin Shipyard Limited

कमांडर पी के मिश्रा (से. नि)

Cdr. P K MISHRA (Retd.)

उप महाप्रबंधक (परियोजना एवं प्रचालन) / DGM (P & O)

हूगली कोचीन शिपयार्ड लिमिटेड

HOOGLY COCHIN SHIPYARD LIMITED

Annexure 6

TECHNO-COMMERCIAL CHECK LIST

SL. NO.	DESCRIPTION	COMPLIANCE		REMARKS
		YES	NO	
1.	Submission of Tender in one (1) part – Techno-commercial & Price			
2.	Delivery date confirmation to yards delivery schedule			
3.	Validity of offer – Two (02) months			
4.	Payment Terms - confirm your offered mode of payment			
	100% of the amount will be released after the completion of work against the order as per the scope of work, technical specifications and terms and conditions to the full satisfaction and acceptance of HCSL Officer-in-charge and on furnishing bill in triplicate.			
5.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6.	Delivery of material at HCSL store including freight & insurance charges.			
7.	For indigenous suppliers: Have you quoted the rates for delivery at Hooghly Cochin Shipyard (For HCSL store) basis.			
8.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
9.	Compliance with Pre-qualification criterion			
10.	L.D. payable as per relevant Clause in the General terms of enquiry.			
11.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
12.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
13.	You should furnish appropriate certificate/paper. (Refer Annexure 2)			
14.	Confirm all other terms and conditions of enquiry are acceptable.			
15.	MSME/NSIC, if yes document required along with technical bid, in relevant sector			
16.	Vendor details to be submitted as per Annexure 7			
17.	Defective material / product shall be replaced within 10 days notice period			
17	Supplier should be in the business of supplying any type of item for the minimum three years if yes supporting documents to be submitted along with the technical bid.			



VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity- 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

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

Place:

Date:



Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

NEFT MANDATE FORM

(ON THE LETTER HEAD OF THE COMPANY)

Electronic Payment Mandate Form

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

Vendor Name

Vendor Address with Phone No

Vendor Code

Permanent Account No. (PAN)

[illegible]

Particulars of Bank Account

a. Name of the Bank

[illegible][illegible]

b. Name of the Branch

[illegible][illegible]

c. Branch Code

d. NEFT Code of the Bank

e. City Name

f. Branch Location

g. Branch Telephone No.

h. Bank IFSC Code

i. 9-Digit MICR Code

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

i. Type of the Account (S.B Current or Cash Credit) with code (010/011/013)

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

[illegible]

Email Address of Vendor

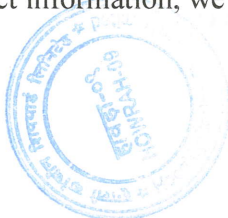
Date of Effect of RTGS/NEFT in your Bank

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

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

(.....)

Signature of Employee



Bank Certificate

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

Date:

Place:

(.....)
Authorized official of Bank



COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION

PAGE 1 OF 1

Tender Name: **Procurement of Elbow for 2200T Vessel at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Detailed specification is enclosed separately)**

TENDER NO: -----

DATE: -----

We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below:

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

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date:

Name & Designation

Seal & Signature

(Company Seal)



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.

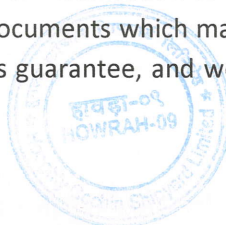
NOW THEREFORE we (Name of the Bank) having its Head Office at
.....(Address of Head Office) and acting through its branch office at
..... (Address of the executing branch) (hereinafter called "**the Bank**") hereby affirm that we are the
Guarantor and responsible to **HCSL**, on behalf of the Supplier 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 payment should contain your authorized signatures which must be authorized by your bankers or by a
notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the
Works to be performed there under or of any of the Contract documents which may be made between **HCSL** and the
Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such



change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

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

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

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

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

Yours truly,
Signature and seal of the
guarantor:.....

Name of
Bank:.....

Address:

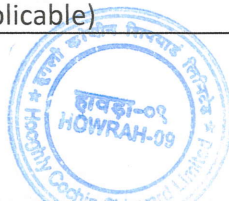
Date:.....

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.

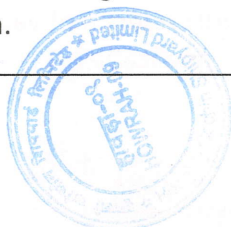


Restrictions on Public Procurement

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	
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)
3	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)



B	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 registeredat 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 beRegistration committee constituted by the Department of Promotion of Industry and Internal Trade(DPIIT) . Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order – Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance , department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any ,member of a consortium or joint venture , every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore , including any agency , branch oroffice controlled by such person , participating in a procurement process.
2	"Bidder from a country which shares a land border with India" for the purpose ofthis 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 orregistered 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 jointventure 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.



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 Corers , 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

