NOTICE INVITING TENDER

TENDER NOTICE NO: **HCSL/PANDU/TEN/2026/257 Dtd. 16/11/2026**		
Sealed tenders in the prescribed form are invited for the following work:		
1	Name of the work:	**Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.**
2	Owner:	**HOOGHLY COCHIN SHIPYARD LIMITED**
4	Completion time:	➢ **04 Months** from the Start Date of issue of Letter of Acceptance, or any other date specified in Letter of Acceptance.
5	Tender Security (Earnest money deposit):	INR 3,40, 000/- (Three Lakh Forty Thousand Only)
6	Cost of Tender Document:	NIL.
7	Tender Books will be available from:	16.11.2026
8	Last date and time for requests and receipt of Tender Document	07.12.2026, upto 15.00 Hrs.
9	Last date for written	On 30.11.2026
10	Pre-bid meeting	30.11.2026 at 15:30 Hrs.
11	Time and venue for opening of tenders:	07.12.2026 at 15.30 Hrs., Hooghly Cochin Shipyard Ltd., Nazirgunge, Satyen Bose Road, PO: Danesh Seikh Lane, Howrah, West Bengal-711109.
12	Delays in submission of tenders:	The Owner will not be responsible for any delay, loss or non-receipt of Tender Documents or tenders during transit by courier.
13	Owner's rights:	The Owner reserve the right to issue / refuse Tender Documents and to accept / reject any or all tenders either in part or full or to split and award the work to more than one agency without assigning any reasons thereof and without any liability to the Owner / Design Consultants.
14	Address for requisition and submission of tender document.	Hooghly Cochin Shipyard Ltd., Nazirgunge, Satyen Bose Road, PO: Danesh Seikh Lane, Howrah, West Bengal-711109.

Registered Office : Administrative Building, HCSL Premises, Satyen Bose Road, P.O.- Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 711109, India
+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 - 711 109,
+91 (33) 2955 8283

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

Signature and Seal of the Contractor(s)

For Hooghly Cochin Shipyard Ltd.

SRF project location:

Opposite Assam Railway Police Station,

Pandu Port Road,

Maligaon, Guwahati 781 012,

Assam, India

Any request for clarification in writing must be addressed to,

Name : Biswajit Ch Das

Designation : Project Officer (Electrical)

Email : biswajitch.das@hooghlycsl.com

Mob : 9804338498

Name : Sreerag G.

Designation : Manager (Materials)

Email : sreerag.g@hooghlycsl.com

Mob : 9482608957

HOOGHLY COCHIN SHIPYARD LIMITED

HCSL/PANDU/TEN/2026/257, Dtd. 16.11.2026

Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

VOLUME- I

INSTRUCTION TO TENDERERS

HOOGHLY COCHIN SHIPYARD LIMITED

Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

Contents of EPC Turnkey Tender Documents

Volume I	Instructions to Tenderers 1. Special terms & conditions To Tenderers 2. Eligibility Criteria 3. Formats (Annexure 1 to 27)

Volume II **Conditions of Contract**
General Conditions of Contract (GCC)

Particular Conditions of Contract (PCC)

Standard Forms

Volume III Technical Specification

Volume IV Financial Part
Preamble to Schedule of Prices Schedule of Prices
Estimated Payment Schedule
Lump Sum Cost Breakdown for Major Items Volume V Drawings

Volume V Drawings

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Instructions to Tenderers

1. Special terms & conditions To Tenderers

(To be duly filled and submitted along with offer)

Sl. No	DESCRIPTION	Compliance by the supplier (Yes/No). In case of 'No', reasons to be provided.
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 has full right upon deviations, if any, including rejecting the partial scope/ complied offers.	YES / NO
2.	Scope of the tender enquiry is Turnkey Design, Manufacture, Supply, Transport, delivery of units, on site assembly, erection, testing and commissioning of one no (1 no.) 600 Ton Boat Trailer for SR facility at Pandu Assam. MODE OF SUBMISSION OF TENDERS a. Tenders should be submitted in two separate sealed covers super scribed in capital letters as PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" indicating the tender number, due date and name & address of the tenderer. Offers submitted not as above shall not be considered b. Only hard copies of offers are entertained. Hard copy of techno commercial offer should be submitted in duplicate. Price bids of techno commercially acceptable bidders only will be opened. c. Part I "Techno-Commercial": 1 Original + 1 Copy, (**Also Softcopy in USB Pen-drive**) Part II "Price": 1 Original + 1 Copy, (**Also Softcopy in USB Pen-drive**) d. All pages of tender document including corrigendum's, if any shall be duly signed by the bidder and submitted along with the bid.	YES / NO
3.	**PREFERENCE TO MAKE IN INDIA**	
3.1	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 ,16.09.2020 and as amended from time to time shall be applicable as per below. Please go	YES / NO

	through the below link for downloading order copy of Department of Promotion of Industry and Internal Trade. https://dipp.gov.in	
3.2	Definitions: a) Local Content: Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. b) Class I Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 50% local content.	YES NO
	c) Class II Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 20% local content. d) Non-Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, has less than that prescribed for class II local supplier.	
3.3	In case of sufficient local capacity and local competition, only Class I local supplier shall be eligible to bid. In all other cases, Class-I and Class-II (more than 20% local content and less than 50%) shall be eligible to bid.	YES NO
3.5	The bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local suppliers/ Class II local suppliers by claiming the services such as transportaion, insurance, installation, commissioning, trails and after sales service support like AMC/CMC etc. as local value addition. (refer office order no. P45021/102/2019-BE-II Part (1) (E-50310) dtd 04.03.2021)	YES NO

4.	**DECLARATION OF LOCAL CONTENT**	
4.1	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.	YES / NO
4.2	False declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the GFR for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the GFR along with such other actions as may be permissible under law.	YES / NO
4.3	A supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.	YES / NO
5.	**GENERAL PRE-QUALIFIACTION CRIETRIA**	
5.1	The single bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s) /equipment. **(OR)** The Bidder shall be a Single firm or licensee of OEM (having valid license agreement/ collaboration agreement with OEM) **OR** Consortium/Joint Venture (JV) of maximum two members. In case of Consortium/Joint Venture (JV), the Single/ Lead partner shall be an Indian firm. Role of each of the partners are also to be defined. **OR** The bidder should be a sole selling agent/authorised distributor/ authorised dealer/authorised supply house of an Original Equipment Manufacturer (OEM) of the tendered item (s). In case the bidder is quoting as agent /distributor/dealer/supply house, the bidder should submit valid authorisation certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorised supplier/dealer /distributor/ wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back up. Such authorisation certificate/letter shall be valid for the entire period of execution of the order. **NOTES TO BIDDER REGARDING AUTHORISATION** Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent / authorised distributor / authorised dealer / authorised supply house of Original Equipment Manufacturer (OEM), failing which the bid shall not be	YES / NO

	considered for evaluation and in that case the offer shall be rejected straightway. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference. Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected. In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee backup, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.	
5.2	**IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):** The bidder (OEM) should be in the business of manufacturing and supply of Mobile boat trailer/trolley for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted. Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as: i. atisfactory supply /completion/installation report (OR) ii. Bill of lading, Commercial Invoice/Payment Invoice (OR) Consignee receipt, delivery receipt (OR) iii. Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice. iv. Any other documents which shall prove that the bidder has successfully executed such order(s) Satisfactory supply/completion/ installation report should be issued on company's letterhead with client signature and stamp. All the certificates should be notary vetted or embassy attested or duly apostilled.	YES | NO

IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR /AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE / LICENSEE OF OEM:

The bidder must fulfil the following requirements

The bidder's OEM (the Principal) should be in the business of manufacturing and supply of Mobile boat trailer/trolley for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted.

Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant
Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as:

i. Satisfactory supply/completion/installation report (OR)
ii. Bill of lading, Commercial Invoice/Payment Invoice (OR) Consignee receipt, delivery receipt (OR)
iii. Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice.
iv. Any other documents which shall prove that the bidder has successfully executed such order(s)

Satisfactory supply/completion/ installation report should be issued on company's letterhead with client signature and stamp.

All the certificates should be notary vetted or embassy attested or duly apostilled.

	IN CASE THE BIDDER IS A SUBSIDIARY COMPANY OF OEM: In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria of doing business of Mobile boat trailer/trolley manufacturing and supply for last 10 years. The tender shall be accompanied by a legally binding document signed by Parent company and subsidiary stating that the firms are jointly and severally liable to HCSL and responsible in full for the performance of the contract. In this regard, Letter from parent company and Agreement between parent company and subsidiary company are to be submitted as per formats placed at Annexure 25(a) and 25(b). In addition, Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the documents evidencing satisfactory execution of those Purchase Orders(s) as mentioned above shall also be submitted. In case of licensee, license agreement shall be valid for a period of at least 10 years from the date of submission of bid. Indian firm having license agreement with foreign partner shall indemnify HCSL against all cost, damages which may occur in the event of license agreement becoming invalid before the expiry of the guarantee period of boat trailer or due to failure of the licensor in discharging his role or responsibilities or obligations as stated in this tender document. The licensor shall supervise manufacture, installation, testing and commissioning of boat trailer.	

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5.3	Single bidder/ members of consortium/ members of JV/ Licensee /Licensor shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. An undertaking shall be submitted in this regard.
5.5	The Single bidder OEM should meet both the technical and financial criteria in full. In case of JV, the members of JV/consortium must collectively meet the technical criteria. However, each Members of JV/consortium shall meet at least 50 % of the financial criteria as mentioned in Para 2.1.D of eligibility criteria In case of LICENSEE OF OEM, the licensee and licensor must collectively meet the technical criteria. However, the Licensee shall meet at least 50 % of the financial criteria as mentioned in Para 2.1.D of eligibility criteria. In case of subsidiary companies set up in India, technical experience and financial criteria shall be collectively met by subsidiary and parent company (Indian or Overseas) .
6.	**CONDITIONS FOR CONSORTIUM** In accordance with clause no. 2.2 of eligibilty criteria
7.	**CONDITIONS AND REQUIREMENTS FOR JOINT VENTURE** In accordance with clause no. 2.3 of eligibilty criteria
8.	**TECHNO-COMMERCIAL PART SHOULD CONTAIN THE FOLLOWING DETAILS** a. Technical details of offer. b. Requirements for meeting Pre-qualification criteria as per Volume III. c. Documentation required as per Volume I & III, IV of enquiry (Eligibility criteria, Consortium conditions, checklist submissions, schedule of prices etc). d. Bid Security Declaration Form as per Annexure 17. e. Integrity pact document duly signed and sealed as per Annexure 19 of Volume I. f. Duly filled and signed copy of Vol I : Special terms & conditions. g. Signed copy of HCSL tender specifications and corrigendum if any . h. Deviations/Exclusions, if any from any of the tender terms, failing which it will be considered that all terms & conditions are accepted. i. Outline Quality Assurance plan. j. Unpriced format (without Price) of price as per format at **Schedule of Prices** of Volume IV of tender document. All required information and supporting

	documents including forms/ declarations/ undertakings required as per tender to be submitted k. All required information and supporting documents including forms/ declarations/ undertakings required as per tender to be submitted.
	CLARITY OF OFFER Offers should be clear and unambiguous. Incomplete/ ambiguous offers are likely to be rejected. Offer should be free from overwriting. Corrections and additions, if any, must be duly attested.
9.	**PRICE PART SHOULD CONSIDER THE FOLLOWING AS APPLICABLE** a. Price of Materials/equipment supply – from indigenous location. b. Price of Materials/equipment supply – from Overseas location c. Design and manufacture. d. Customs Duty, excise duty e. Freight costs upto Project site at Pandu, Guwahati Assam. f. Insurance. g. Clearance charges , local transport up to Project site at Pandu, Guwahati Assam , Loading and unloading at Project site at Pandu, Guwahati Assam. h. Transport within Project site at Pandu, Guwahati Assam and upto erection site . i. Commissioning , testing and hand over.
	j. Training by service engineer. k. Positioning of supporting equipment for erection and commissioning. l. Labour requirements including habitat . m. Cost and arrangement of Mobilisation of plant, equipment and it's maintenance. n. Cost and arrangements of Consumables , material handling equipments, gas , water, electricity, compressed air . o. Special tools for testing purpose (refer clause no. 80 of Vol II). p. Cost of spares as per tender document. q. Statutory approvals r. Local support necessitated at site.

	s. Manpower related issues . t. All other requirements as per tender document which has a price implication. u. Other costs applicable as per Clause no. 5 of Vol II v. Any other details as applicable.
10.	**PRE BID MEETING** a) The bidder or his official representative is advised to attend a Pre-bid meeting which will be convened at HCSL through video conference (MS teams). The meeting shall be attended online by techno-commercially competent senior representative(s) of the bidder duly authorized. b) Date of the pre-bid meeting is 30 November 2026 at 15:30 hrs IST (through MS Teams (online)) c) All bidders are advised to study the bid document thoroughly and prepared for the meeting. d) The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage. e) Any bidder requiring a clarification of the proposal document must notify HCSL in writing, at least four (4) days in advance to the pre-bid date in the pre-bid questionnaire format placed at Annexure 12 of Volume I. Any request for clarification in writing must be addressed to **biswajitch.das@hooghlycsl.com and sreerag.g@hooghlycsl.com** f) **The bidders shall forward their request to above email ID's for getting link for attending online prebid meeting.** g) The compilation of all clarifications sought / queries raised during the pre-bid meeting and its replies shall be published on the website only . Any modification of the tender documents which may become necessary as a
	result of the pre – bid meeting shall be made by HCSL exclusively through the issuance of an addendum or corrigendum. h) At any time before the submission of proposals, HCSL may, for any reasons, whether at its own initiative or in response to a clarification requested by a bidder, modify the documents by amendment. i) The amendment will be notified only on HCSL/Govt websites and no separate paper advertisements will be issued. Any clarification in the price format, if required, shall be discussed and finalised during the Prebid meeting

11.	**MSEs, Startups and Make in India** Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at HCSL website (www.hooglycochinshipyard.in) under the Tenders tab for further reference.
12.	**Bid Security (EMD) Decalartion** a) In place of a Earnest Money Deposit (Bid Security), the Bidders shall sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended/ disqualified for any contract for a period as per HCSL procedures. b) The format of Bid securing declaration form is at Annexure 17

13.	Notwithstanding anything contained in this tender document, HCSL reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. HCSL reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. HCSL reserves the right to reject any offer if: (a) At any time, an offer misrepresentation is made or uncovered, or (b) The Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.	YES / NO
14.	Validity of offer has to be for a period of 120 days from the due date of tender submission. In the event, on HCSL request, validity of the tender is extended.	YES / NO
15.	Schedule of activities on placement of order is as per Volume II – Technical Specification Clause 17. Mutually agreed material delivery schedule is to be confirmed at the time of placement of order.	YES / NO

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16.	**ORDER PLACEMENT DETAILS** a) Bidder shall specify in case, separate orders expected to be placed against the tender. In general, there will be a separate order for material supply and another one for testing, erection and commissioning. b) Details of firms on whom the order shall be placed shall be specified into the offer. In case of consortium , the entire responsibility shall be in accordance with conditions of consortium as per volume II- eligiblity criteria of the tender. c) For material supply from within India and for work done by Indian contractor, orders shall be placed only in INR on Indian firms. Foreign payments shall be strictly for material imported and for work done by Service technicians from overseas. d) Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. In any case, placement of orders shall be limited to only consortium members .	YES / NO

17.	**LIQUIDATED DAMAGES** a) In case of delay beyond the stipulated period of total completion and handing over, the contractor is to pay Liquidated Damages (and not by the way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the contract value subject to a maximum of 10% of the contract value. The contract value referred above is the cumulative of purchase order value (supply part) and work order value (Installation & commissioning part), excluding freight, taxes, other charges etc. Further GST will be applicable upon LD and the same also will be deducted along with LD. b) If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to HCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier. c) Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period. d) In the case of a consortium, the liquidated damage would be deducted from the lead partner at the time of release of the payment both for supply and commissioning part of the contract. The LD so deducted from lead partner includes the LD applicable to the other consortium partner also.	YES / NO

18.	After submission of quotation no unsolicited correspondence will be entertained.	YES NO
19.	No enhancement of rate for whatever 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 Security deposit, if any and/ or risk purchase as per clause 33, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	YES NO
20.	Clarifications, either technical or commercial, should be submitted to points specifically asked for only. The opportunity so given should not be used for correcting/changing/amending the data/ conditions already submitted with the tender.	YES NO

21.	**INSPECTION AND TESTING** In accordance with Vol.III-Technical Specification	YES NO
22.	**GUARANTEE** As per clause 38 of Vol.III-Technical Specification	YES NO
23.	**WEIGHT, VOLUME OF PACKAGES FOR CONSTRUCTION** Supplier shall ensure safe and appropriate transport of the material from origin port to Project site at Pandu, Guwahati Assam and further to erection site. Weight, volume of the consignments in transit to/from port to Project site at Pandu, Guwahati Assam and for movement within Pandu Site premises to be informed to HCSL team in advance. All local and statutory permissions for cargo movement, permissions from police/ transport/tax authorities to be ensured. HCSL shall not be responsible for hold up of any consignment for whatsoever reason. The same also applies to material/erection equipment, if any positioned from within India.	YES NO

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24.	**INSURANCE** Insurance for all the items from origin warehouse to Project site at Pandu, Guwahati Assam, movement of goods within site including local items/fabricated items, insurance coverage for all operations including loading/unloading, storage, erection, testing and commissioning, insurance for erection equipment, Insurance for Persons at work, to supplier scope. The value of insurance shall not be less than 110 % of the respective Purchase Order values. The beneficiary of the insurance policy shall be HCSL and the policy should be in the name of the HCSL.	YES NO
25.	**DETAILED BILL OF MATERIAL** For the purpose of identification and for records, a detailed bill of material is to be prepared and submitted against each consignment of Material supply.	YES NO
26.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer.	YES NO
27.	**IMPORT OF MATERIALS** 1) Import shall be on DAP basis for delivery at Project site at Pandu, Guwahati Assam. Importer/Consignee name shall be Hooghly Cochin Shipyard Limited. However the rights with regards to ownership of material to be transferred to HCSL at the time of shipment by way of a legal agreement for practical purposes. Custom clearance shall be undertaken by supplier with a licensed CHA at the port. Requisite documentation for import to be ensured. 2) As per ICE gate guidelines, the customs duty and GST shall be paid by the Importer/Consignee, i.e by HCSL. Therefore the expenditure towards customs duty shall be paid by the supplier to HCSL in advance at the time of import of goods (Bidders shall consider the customs duty amount during preparation of quote and same shall be included in the cost of item) 3) GST Payments at the time of import clearance at destination port will be borne by HCSL. 4) Customs duty means Customs duty in India, applicable at any discharge port in India. Customs duty shall not be reimbursed by HCSL. 5) Any change in rate of tax (any upward/downward/exemption etc) by Govt. of India subsequent to submission of price bid would be	YES NO

	admissible subject to proof of such change of rate of tax provided by supplier/HCSL and payment of the same. 6) Bill of entries for import material, Post custom clearance shall be submitted to HCSL failing which cost towards material cannot be paid. 7) Post customs clearance, goods shall be transported to Project site at Pandu, Guwahati Assam. 8) Also refer clause 28 (below) for details of Taxes and duties. Tools/returnable items to be sent separately to enable return after completion of the project.	

28.	**DUTIES AND TAXES** 1) The rates of taxes and duties applicable if any, payable extra are to be indicated in the techno commercial and price parts. In addition the amount of tax and duties should be separately shown in the price part. 2) Any change in rate of tax (any upward/downward/exemption etc.) by Govt. of India subsequent to submission of price bid would be admissible subject to proof of such change of rate of tax provided by supplier/Hcsl and payment of the same . 3) Tax implications on installation and commissioning orders as applicable a) Indian firms- Income tax will be deducted from payments. GST shall be paid extra as applicable. b) ~~Overseas firms- With Holding Tax (WHT) will be deducted from payments as per the DTAA/ Income Tax Laws of India and WHT certificate will be provided by HCSL~~.	YES | NO

	c) ~~Double Taxation Avoidance Agreement (DTAA) if any shall be applicable as agreed by both Governments.~~ 4) The non resident 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) 5) ~~IGST~~/GST shall not be considered for Price comparison purposes for arriving L1.	
29.	Exchange variation shall not be applicable and the prices shall be fixed till completion of entire project.	YES / NO

30. **PAYMENT TERMS**

Payment Milestones	Supply Part	Installation Part	
Stage 1: On issuance of order for the material supply	10 % of the supply order value excluding taxes and duties against submission of bank guarantee towards performance of the contract/PO, valid till completion of material supply + 90 Days and Bank Guarantee towards 10% advance payment of the order value excluding taxes and duties, as per HCSL format, valid till completion of material supply + 90 Days.	Nil	YES / NO
Stage 2: Shipment/Delivery of items (FOB on import items and on receipt at Project site at Pandu, Guwahati Assam for indigenous items)	60% of the supply order value (on mutually agreed billing schedule) after certification by Third Party Inspection Agency & HCSL (Third Party Inspection should be completed Prior to dispatch for import items).	Nil	YES / NO

Stage 3: On positioning of Boat Trailer erection equipment at the site.	.....	20% of installation and commissioning order value after certification by HCSL on receipt of item	
Stage 4: Completion of erection of all structural's of the mobile Boat trailer/trolley including machineries, electrical and control system components.	20% of the supply order value after certification by Third Party Inspection Agency/HCSL.	50% of installation and commissioning order value after certification by Third Party Inspection Agency/HCSL	
Stage 5: After successful Commissioning and receipt of Bank Guarantee towards Performance contract, to cover the guarantee agreed plus 90 Days.	10 % of the supply order value and all taxes applicable after certification by Third Party Inspection Agency/HCSL.	30% of installation and commissioning order value after certification by Third Party Inspection Agency/HCSL.	

31.	**PAYMENT TERMS; NOTE:** i. All payments shall be released after endorsement from Lead partner , incases where consortium exists. In any case, placement of orders shall be limited to only consortium members as per prequalification criteria of the tender. ii. 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 born by the parties by whom the same is attributed/ necessitated. iii. 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. iv. Part payment shall be considered only if specifically agreed against partial supplies. v. All payments shall be released on receipt of Bank guarantee towards Security deposit/Warranty Guarranty as per the terms and conditions of the purchase order		

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32.	SECURITY DEPOSIT/WARRANTE BANK GUARANTEE: i. The successful bidder shall remit a security deposit of 5% of the total order value (excluding taxes, duties) in the form Bank Guarantee towards the satisfactory performance of the contract as per HCSL format, from an International Bank as per approved list of banks available in HCSL 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. ii. The supplier shall also agree for 5% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. iii. The Bank Guarantee 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 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 iv. SD to be submitted within 2 weeks of receipt of order from yard. v. 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.	YES / NO

Beneficiary Name	HOOGHLY COCHIN SHIPYARD LIMITED
Bank Name	STATE BANK OF INDIA
Branch	ERNAKULAM BROADWAY BRANCH
Bank Address	ERNAKULAM BROADWAY BRANCH, CSI SHOPPING COMPLEX BROADWAY ERNAKULAM-682031
Bank Account Number	00000045548156100
IFSC Code	SBIN0008614
SWIFT Code	SBININBB395

	vi. Format of bank guarantees along with enquiry to be agreed, in general.	YES / NO
33.	**RISK PURCHASE:** If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights. a) To cancel the order partially or fully with 15 days notice and to forfeit the security deposit, if any.	YES / NO

	b) To impose tender holiday for the vendor for an appropriate period as decided by HCSL	
34.	**INDIAN AGENT:** 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 and same shall be paid by HCSL in Indian Rupees only. b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished. c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization (mentioning HCSL tender no.) from the authorized person of foreign manufacturer. 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. e) 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. f) Bidders may also quote an HSS (High Sea Sales) C&F Kolkata g) Insurance shall be in the scope of Hooghly CSL.	YES / NO
35.	**INTEGRITY PACT:** As per Government of India (Central Vigilance Department), HCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed at Annexure 19 and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)	YES / NO
36.	**SECRECY & RESTRICTION ON INFORMATION TO MEDIA** a. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of HCSL b. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of HCSL	YES / NO

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37.	**SUB CONTRACTING AND ASSIGNMENT** Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order	YES / NO
38.	**ARBITRATION &JURISDICTION:** a. Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the HCSL Grievance Redressal Committee as per relevant clause of the Contract. b. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings. c. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Kolkata. d. Language of Arbitration: The Language of arbitration shall be English. e. Governing Law: The contract shall be governed by Indian Law f. In case of disputes, the same will be subjected to the jurisdiction of courts at Kolkata.	YES / NO

39.	Conditional discounts, if any will not be reckoned for tender evaluation/comparison purposes.	YES / NO
40.	**TERMINATION &LIMITATION OF LIABILITY** i. This contract may be terminated upon the occurrence of any of the following events a) By agreement in writing of the parties hereto; b) By the non-defaulting party, upon default by the other party, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party; c) By the other party, upon either parties; • Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or • Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or • Ceasing to do business for any reason. d) In cases where maximum limit of LD is reached and still the items are not delivered e) For fraud and corruption or other unacceptable practises. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing. i HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e 15 days notice period. HCSL shall be entitled to compensation for the loss limited to the the order value. ii Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered/work done as per the payment milestones.	YES / NO
41.	**GRIEVANCE REDRESSAL:** As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Hooghly 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. a) Smt. Anjana K R Chief General Manager (Design) b) Mr Shibu John, Chief General Manager (Finance) c) Smt. Bindu Krishna, Assistant General Manager (Legal)	YES / NO

42.	**FORCE MAJEURE** 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/Boat Trailer supplier 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 by HCSL/ Boat Trailer supplier, with documentary evidence within 15 days from the date of occurrence/ cessation.	YES NO
43.	**POWER OF ATTORNEY** The tenderers shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein. Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the	YES NO
	Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company. Format in accordance with Annexure 8	

44.	a) Risk/responsibility of items being loaded/unloaded (at port/ project site at Pandu/erection site) and during transit (to project site at Pandu Guwahati Assam/at erection site) shall be to supplier account. b) HCSL reserve the right to inspect the goods after receipt at project site at Pandu Guwahati Assam / 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 freight prepaid/delivered at project site at Pandu Guwahati Assam. c) Replacements during guarantee period to be sent on freight paid basis to location as required by yard with all expenses to supplier account. d) Defective items, if any, after receipt shall be sent back to supplier and same to be arranged by supplier at their own cost and risk. Defective items shall be returned after receipt of replacement item. The 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. e) In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation. f) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the packing list/Invoices 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.	YES NO
45.	In addition to preservation instructions in the tender, preservation/upkeep of equipments post-delivery at project site at Pandu Guwahati Assam till commissioning is to supplier account	YES NO
46.	**INDEMNITY** Supplier shall indemnify HCSL against any claim of infringement of letters,	YES NO
	patent or registered design/the use or sale of any article of materials supplied to us by you and against all costs and damages, which we may incur in any action for such infringement or for which we become liable in any such action.	

47.	**INTELLECTUAL PROPERTY RIGHTS** On order, supplier shall grant HCSL a right to use ownership of design/material, to the extent they are incorporated in the order terms.	YES / NO
48.	**FALL CLAUSE** The firm/bidder winning the contract shall sign an agreement with Hooghly Cochin Shipyard Ltd for "Fall clause" which means during the contract period the firm/bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, otherwise the same lowest rate shall be applicable to the contract with HCSL also	YES / NO
49.	**PRICE BID** The price bid shall be submitted as per the 'Price formats detailed below. Format of price shall be in accordance with following annexures of Volume I of tender document For Indigenous Content : **Schedule of Prices**	YES / NO
50.	**UNPRICED BID:** Un-Priced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if 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.	YES / NO
51.	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.	YES / NO

52.	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.	YES / NO
53.	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 same shall be considered for evaluating/ qualification of the offers.	YES / NO
54.	**PLACEMENT OF ORDER** HCSL reserves the right to place order to the techno-commercially qualified lowest bidder in full or parts.	YES / NO
55.	**PURCHASE ORDER PLACEMENT ADDRESS:** a) For Supply (Indigenous) :..... b) For Installation, Testing & Commissioning :.....	

56.	**RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017**	
56.1	Certificate shall be submitted by the bidders as per the format enclosed at Annexure 27 along with their offer, stating compliance with office order OM No. 6/18/2019-PPD dated 23rd July 2020 & F.18/37/2020-PPD (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRs).	YES / NO

56.2	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 the Competent Authority. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt. of India has extended lines of Credit or in which Govt. of India has development projects, along with the offer as proof of registration with competent authority , failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above long 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	YES NO
56.3	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.	YES NO
56.4	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.	YES NO
56.5	"Bidder" (including the term 'tenderers', 'consultant' or 'Service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.	YES NO
56.6	"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	YES NO

	f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above	
56.7	The beneficial owner for the purpose of 56.4 above will be as under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person has ownership of entitlement to more than fifteen percent of capital or profits of the partnership. 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or	YES / NO
	together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals, 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership	
56.8	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	YES / NO
57.	The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority.	YES / NO

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58.	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.	YES / NO
59.	The above agreed HCSL commercial terms and conditions will be incorporated in the Purchase order and no deviations are acceptable after price bid opening/ order placement.	YES / NO



HCSL/PANDU/TEN/2026/257 dtd-16.11.2026

Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

2. ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

The Mobile Boat Trailer/trolley of 600 T capacity depicted in this tender document are critical equipment for ship repair process at Pandu, Guwahati, Assam. Ruggedness and reliability are the most two elements to be considered along with other parameters like smooth and safe operation based on optimized and flawless logics. The 600 Ton Boat Trailer shall be precisely designed for smooth operation for ship repair activities.

Pursuant to the above, criteria mentioned below are very critical for successful commissioning of the Boat Trailer with the given specifications and well within the time frame. Though the tender is an open one, tenders meeting the criteria stipulated below are only eligible and those tenders only shall be considered even for technical evaluation. Offers received without complying the below requirements will summarily be rejected without any further communication from HCSL side.

2.1 GENERAL, TECHNICAL AND FINANCIAL EXPERIENCE

A. **General**

a. The single bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s) /equipment.
(OR)
The Bidder shall be a Single firm or licensee of OEM (having valid license agreement/ collaboration agreement with OEM)
(OR)

Consortium/Joint Venture (JV) of maximum two members out of which at least one of the members shall be an Original Equipment Manufacturer (OEM) of the tendered item (s) /equipment or licensee of OEM (having valid license agreement/ collaboration agreement with OEM).
In case of Consortium/Joint Venture (JV), the Single/ Lead partner shall be an Indian firm. Role of each of the partners are also to be defined.
(OR)

The bidder should be a sole selling agent/authorised distributor/ authorised dealer/authorised supply house of an Original Equipment Manufacturer (OEM) of the tendered item (s).

In case the bidder is quoting as agent /distributor/dealer/supply house, the bidder should submit valid authorisation certificate/letter issued by its Original Equipment Manufacturer (OEM), confirming the Bidders' status as their authorised supplier/dealer /distributor/ wholly owned subsidiary (as the case may be) to sell their products with

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proper warranty and guarantee back up. Such authorisation certificate/letter shall be valid for the entire period of execution of the order.

The bidder must visit the HCSL Pandu SRF project site before submission of the bid. The site visit slip must be submitted along with the tender document containing HCSL Pandu site Officer signature is mandatory else offer will be rejected.

Authorization letter must be issued on the official letter head only of the OEM clearly mentioning the status of Bidder i.e., whether sole selling agent / authorised distributor / authorised dealer / authorised supply house of Original Equipment Manufacturer (OEM), failing which the bid shall not be considered for evaluation and in that case the offer shall be rejected straightway. Such certificates/authority letter issued by a party other than the OEM shall not be considered as valid authorization letter and in such as the bid shall be rejected without any further reference.

Authorization letter issued by the OEM in any other form such as Direct Chanel Partner /Indirect Chanel Partner/Chanel Partner/ seller/ Reseller/Sub Dealer / Sub Distributor/Sister Concern shall not be considered for bid evaluation and the offer shall be rejected.

NOTES TO BIDDER REGARDING AUTHORISATION

In case the bidder is a wholly owned subsidiary company of the parent company (OEM), in addition to the authorization letter including warranty/guarantee backup, the bidder shall also upload/submit the documents such as board resolution / certificate of incorporation / any other legal certificate along with their offer that would establish the relation between the parent company with the subsidiary company without which the bid will not be evaluated and will be rejected straightway.

BIDDERS' EXPERIENCE / TECHNICAL EXPERIENCE

IN CASE THE BIDDER IS AN ORIGINAL EQUIPMENT MANUFACTURER (OEM):

The bidder (OEM) should be in the business of Mobile boat trailer/trolley manufacturing and supply for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted.

The bidder (OEM) should have manufactured, installed and commissioned minimum one Mobile boat trailer/trolley of capacity 300 Ton to 500 Ton in the last 10 years as on the date of publishing of this tender

Documentary evidence to substantiate manufacturing experience as above must be submitted in the form of self –certified copy which should be on the letter head and duly signed and sealed by

CEO/CFO/any other person who holds the Power of Attorney of the company or by the statutory Auditor. A copy of Power of Attorney shall also be submitted for the same.

Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant
Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as:

(i) Satisfactory supply/completion/installation report (OR)
(ii) Bill of lading, Commercial Invoice/Payment Invoice (OR) Consignee receipt, delivery receipt.
(iii) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice.
(iv) Any other documents which shall prove that the bidder has successfully executed such order(s)
(v) Satisfactory supply/completion/ installation report should be issued on company's letterhead with client signature and stamp.

All the certificates should be notary vetted or embassy attested or duly apostilled.

IN CASE THE BIDDER IS A SOLE SELLING AGENT / AUTHORISED DISTRIBUTOR /AUTHORISED DEALER / AUTHORISED SUPPLY HOUSE / LICENSEE OF OEM:

The bidder must fulfil the following requirements

The bidder's OEM (the Principal) should be in the business of Mobile boat trailer/trolley manufacturing and supply for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted.

The bidder's OEM should have manufactured, installed and commissioned minimum one Mobile boat trailer/trolley of capacity 300 Ton to 500 Ton in the last 10 years as on the date of publishing of this tender

Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant
Purchase Order(s) & any one or combination of the following documents evidencing satisfactory execution of those Purchase Orders(s) such as:

(i) Satisfactory supply /completion/installation report (OR)
(ii) Bill of lading, Commercial Invoice/Payment Invoice (OR) Consignee receipt, delivery receipt.

(iii) Central Excise Gate Pass/Tax invoice issued under relevant rules of Central Excise/VAT/GST invoice.

(iv) Any other documents which shall prove that the bidder has successfully executed such order(s)

(v) Satisfactory supply/completion/ installation report should be issued on company's letterhead with client signature and stamp.

All the certificates should be notary vetted or embassy attested or duly apostilled.

IN CASE THE BIDDER IS A SUBSIDIARY COMPANY OF OEM:

In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria of doing business of Mobile boat trailer/trolley manufacturing and supply for last 10 years. The tender shall be accompanied by a legally binding document signed by Parent company and subsidiary stating that the firms are jointly and severally liable to HCSL and responsible in full for the performance of the contract. In this regard, Letter from parent company and Agreement between parent company and subsidiary company are to be submitted as per formats placed at Annexure 24(a) and 24(b).

The Parent company should have manufactured, installed and commissioned minimum one Mobile boat trailer/trolley of capacity 300 Ton to 500 Ton in the last 10 years as on the date of publishing of this tender.

In addition, Documentary evidences to substantiate manufacturing & supply records must be submitted in the form of copies of relevant Purchase Order(s) & any one or combination of the documents evidencing satisfactory execution of those Purchase Orders(s) as mentioned above shall also be submitted.

a. In case of licensee, license agreement shall be valid for a period of at least 10 years from the date of submission of bid. Indian firm having license agreement with foreign partner shall indemnify HCSL against all cost, damages which may occur in the event of license agreement becoming invalid before the expiry of the guarantee period of boat trailer or due to failure of the licensor in discharging his role or responsibilities or obligations as stated in this tender document. The licensor shall supervise manufacture, installation, testing and commissioning of boat trailer.

b. Single bidder/ Consortium members/ members of JV/Licensee/ Licensor should be in the business of Boat Trailer manufacturing for the last Ten (10) years as on the date of publishing of this tender. Certificate of Incorporation of the company along with copy of purchase/work orders received in this regard shall be submitted. The certificates should be notary vetted or embassy attested or duly apostilled.

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c. Single bidder/ members of consortium/ members of JV/ Licensee /Licensor shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. during the time of bidding. An undertaking shall be submitted in this regard.

d. In case, the bidder is OEM, then the Single bidder should meet both the technical and financial criteria in full.
In case, the bidder is JV/consortium, then the technical criteria and financial criteria shall be met collectively by members of JV/consortium.

In case of JV, then the members of JV/consortium must collectively meet the technical criteria. However each Members of JV/consortium shall meet at least 50 % of the financial criteria as mentioned in Para 2.1.D of eligibility criteria

In case, the bidder is licensee of OEM , then the technical criteria and financial criteria shall be met collectively by licensee and licensor .

In case of LICENSEE OF OEM , then the licensee and licensor must collectively meet the technical criteria. However the Licensee ~~and Licensor~~ shall meet at least 50 % of the financial criteria as mentioned in Para 2.1.D of eligibility criteria

In case of subsidiary companies set up in India, technical experience and financial criteria shall be collectively met by subsidiary and parent company (Indian or Overseas) .

Notes:

(i) The projects that have been undertaken and executed last 10 years immediately prior to publishing date of this tender shall only be considered eligible for evaluation.
(ii) In line with this experience criteria, Boat Trailer manufacturer shall submit Notary vetted or Embassy attested or duly apostilled copy of the following
  (a) Relevant pages of Purchase Order (PO) /Work Order(WO)
  (b) Boat Trailer Commissioning Report issued by the Class Surveyors/ Third Party Inspection Agency or Completion Certificate issued by the client as relevant stating the above.
(iii) HCSL reserves the right to obtain clarifications or confirmations from the clients listed by the Tenderer in their previous experience record. HCSL reserves the right to visit the Boat Trailer installations done by the Tenderer in order to have first hand information regarding the performance of the Boat Trailer and after sales support provided by the supplier. The Tenderer shall co-ordinate for obtaining

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approval/ consent for the above mentioned visit whereas travelling and all other expenses of HCSL team for the same shall be borne by HCSL.

C. **FINANCIAL CAPABILITY**

a) The bidder shall have average annual turnover equivalent to Rs. 4.5 crores (INR) for the preceding three fiscal years from the current fiscal year.

b) The single bidder/ any member of JV/ any member of consortium/ licensee/ licensor/ parent company shall have positive net worth during the last three preceding financial years.

Notes:

i. The bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its net worth & revenues for the preceding three fiscal years from the current fiscal year along with the bid. Certificate shall be as per the format enclosed at Annexure-2. Or else, the firm shall submit Audit report for the last three financial years duly certified and signed by statutory Auditor. Exchange rate as on financial closing date of the respective country will be considered for conversion to INR.

ii. Tenderers shall seriously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection /disqualification of the submitted offer or even at any point of time prior to placement of PO whatever may be the status of the process.

E. OTHER FINANCIAL REQUIREMENTS

a) if required HCSL shall at our own discretion and costs opt for obtaining credit information report on your financial credentials through credit rating firms etc.The same shall also be considered as a factor for prequalification criteria along with other criteria mentioned.

b) Present Order Book position of the bidder or consortium partner shall be submitted as per Annexure 6.

2.2 CONDITIONS FOR CONSORTIUM

a) In case of consortium, member from India shall be nominated as lead partner.

b) The lead partner shall be authorized by a power of attorney signed by legally authorized signatories of all the partners.

c) Same consortium members should not be part of two or more separate bids.

d) Subsidaries/ members of same group should not be part of two or more separate bids.

e) The Power of Attorney shall be submitted exactly in the format attached herein this tender documents.Annexure-9

f) A change in consortium partners is not permitted at any stage of the contract.

g) The Tender may be signed by all consortium members. Alternatively, only the lead partner may sign the Tender. In such a case, the Power of Attorney from each member authorizing the lead partner for signing and submission of the Tender on behalf of each individual member must accompany the Tender in the form attached.

h) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the association.

i) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

j) Lead partner shall be liable and responsible to HCSL for performance of all obligations of their consortium partners including terms and conditions of orders placed on consortium partners, if any.

k) Lead partner is solely responsible for the guarantee of the Boat Trailer in full. Each defect comes under the purview of guarantee clause shall be attended by the lead partner or other partner or their representative complying to the scope of guarantee mentioned in this tender. Lead partner and other partner shall ensure all possible steps to clear the defects under guarantee clause within a short span of time.

l) The Tender shall be accompanied by a certified copy of legally binding Consortium Agreement (exactly in the form attached- Annexure-9) signed by the Consortium members confirming the following:

i. Date and place of signing. ii. Purpose of Consortium.

iii. A clear and definite manner including the proposed administrative arrangements for management and execution of contract works.

iv. Description of duties / responsibilities and scope of work to be undertaken by each firm. Duties, responsibilities and power of lead partner shall be specifically included.

v. Lead partner is responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst the consortium members.

vi. Any correspondence exchanged with lead partner of consortium shall be binding for all consortium members.

vii. Authorized representative of consortium.

viii. Stating that the firms are jointly and severally liable to HCSL for the performance of the contract.

m) Validity of the consortium shall firmly be valid until the Guarantee Period is completed. Once the order is finalized, Lead partner has no right to terminate the consortium agreement or assigning agreement with another partner.

2.3 **Conditions and requirements for JV**

a) In case of JV, member from India shall be nominated as lead partner and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

b) The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners.

c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract.

d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under 'c' above, as well as in the bid and in the Agreement (in case of a successful bid).

e) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied / modified subsequently without prior approval of the employer.

f) The joint venture agreement should be registered, so as to be legally valid and binding on all partners.

g) A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.

h) Lead partner is solely responsible for the guarantee of the Boat Trailer in full. Each defect comes under the purview of guarantee clause shall be attended by the lead partner or other partner or their representative complying to the scope of guarantee mentioned in this tender. Lead partner shall ensure all possible steps to clear the defects under guarantee clause within a short span of time

3. DELIVERY TERMS AND CONDITIONS

Supplier may take notice of clause no 17 of volume III – technical specification & Vol-I, Sub-Clause 8.2: Time for Completion

Anexure-1

APPLICATION LETTER

(On Applicant's letter head)

(Date and Reference)

To
CEO
Hooghly Cochin Shipyard Limited

Subject: Tender for "Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

Ref: Tender no. HCLS/PANDU/TEN/2026/257 dtd-16.11.2026

Dear Sir,

With reference to your tender referred above, We, _____ *(name of the applicant or consortium)* having examined all relevant documents and understood their contents, hereby submit our Tender. It is confirmed and truly declared that:

1. All information provided in theTender and in the Appendices is true and correct.
2. We shall make duly available to HCSL any additional information it may find necessary or require to supplement or authenticate theTender.
3. We or our subsidiaries or affiliated are not under a declaration of ineligibility issued by Govt. of India / Any State Govt. of India / Public Sector Undertakings.
4. We also confirm that our vendor subsidiaries/affiliates are not involved as consultant for the Pandu SR project of HCSL.The Single bidder or consortium members should not be vendor subsidiaries / affiliates of the Consultant appointed for the Pandu SR Project of HCSL (A self-declaration shall be submitted in this regard.

5. We also confirm that our vendor subsidiaries/affiliates are not involved as consultant for the Pandu SR project of HCSL.
6. We also confirm that subcontracting of works other than mentioned in bid would not be carried out without approval of HCSL
7. We agree and undertake to abide by all the terms and conditions of the tender.
8. We confirm that no counter conditions or remarks are made in the Financial Part of this Bid.
9. The proposal validity is 180 days from the date of opening of technical part.

Thankingyou,

Yoursfaithfully,

(Signatureofthe AuthorizedRepresentative)

(Name and designation of the Authorized Representative)

(Name of the Consortium leader)

Place:

Date: (Company Seal)

Annexure-2

FINANCIAL CAPABILITY

Sr. No.	Financial Year	Annual Revenue/ Turnover	Net worth as at the end of the financial year
1			
2			
3			

Signature of the authorized representative of Tenderer/ Consortium Member

Date: (Company seal)

Annexure-3

Certificate from the Statutory Auditors

This is to certify that _____ *(name of the Tenderer)* has received the payments shown above in the respective years and that the net worth is ascomputed.

Name of StatutoryAuditors:

Designation:

Name of the Audit firm:

(Signature of the Authorised Signatory Auditors)

(Seal of Audit Firm)

STRUCTURE AND ORGANIZATION

1. Name of company:

   Address:
   Phone:
   Fax:
   Email:

   Authorized representative:

   Registered office address:

2. Description of company (for example, Crane supplier):

3. Number of years' experience :

- in own country:
- internationally:

4. Names and addresses of associated companies to be involved in the project – and whether parent/subsidiary/other:

5. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant.

6. Details of the designer (company details) for the project:

We hereby solemnly certify that the above information is furnished as per our article of association and audited records.

Signature:

Name:

Designation

(Company Seal)

Annexure-4

RESOURCES: CONTRACTOR´S EQUIPMENT AND FACILITIES

Name of company:

On the basis of the information provided in the tender document, please indicate the equipment and facilities considered by the company to be necessary for undertaking the project and whether this is already in the company's ownership or will be purchase or hired:

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands.

Signature:

Name:

Designation

(Company Seal)

Annexure 5

TECHNICAL EXPERIENCE: RELEVANT 01. No. BOAT TRAILER of 600T PROJECTS COMPLETED

Please fill in information about the relevant projects completed over the past fifteen years from date of publishing the tender which meets the prequalification criteria Name of the Company:

SL No	Name of the Client	Project Description	Capital Cost of the Project at the time of award of the contract	Completion period of the project as per the contract	Start Date & Commissioning Date of the project	Design by (firm details)	Remarks including reason for delay in completing the project, if so
1							
2							
3							
4							
5							

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands

Signature:

Name:

Designation
(Company Seal)

Annexure 6

PRESENT ORDER BOOK POSITION

Name of company:

Give information about all projects in progress, including those where the company has received a letter of intent, but a formal contract has not been awarded.

The below details would not be considered for PQ evaluation. This is for information only

Sr. No.	Client	Boat Trailer Details & location	Contract value	Scheduled date of completion of work
1				
2				
3				
4				

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands

Signature of Statutory Auditor:

Name& Address

(Company Seal)

Annexure 7

CONSORTIUM DETAIILS

Name of company:

If the company intends to enter into a consortium for the project, please give the following information, otherwise state "*not applicable*":

1. Names and addresses of consortium partners:

2. Name of company leading the consortium:

3. Name and address of bankers to the consortium

Signature:

Name:

Designation

(Company Seal)

Annexure 8

POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

To
CEO
Hooghly Cochin Shipyard Limited
Kolkata

Subject: Power of Attorney

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

(Attested signature of Mr. .....)

For.....
(Name & designation of the member of Consortium)

(Company Seal)

In case of a Consortium this Power of Attorney has to be signed by all representatives of the Consortium according to the Consortium Agreement.

Annexure 9

CONSORTIUM AGREEMENT

This Consortium Agreement is made at ..... on ... day of ..... 202_ between M/s. ..... (Please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative (hereinafter referred to as "First Party") and M/s. ..... (Please indicate the status viz. Proprietor, Firm, Company) represented through its authorized representative, (hereinafter referred to as "Second Party").

WHEREAS the First Party is engaged in the business of

.....

AND WHEREAS THE Second Party is engaged in the business of

.....

AND WHEREAS both the parties are desirous of entering into a Consortium Agreement for carrying on the work of Hooghly Cochin Shipyard Limited (The Employer) in connection with the work of ..... (Project title) herein referred to as the "subject works".

AND WHEREAS the First Party and Second Party have agreed to form of Consortium Agreement for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Consortium Agreement the work will be done jointly by the first party and second party.
2. It is further agreed by the Consortium Partners that M/s. ..... who meets HCSL pre-qualification criteria, has been nominated as Lead Partner for the execution of the works.
3. That all the parties shall be liable jointly and severally for the satisfactory execution of the contract in all respects in accordance with terms and conditions of the contract and the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners and parties of the Consortium and the entire execution of the contract including payments shall be done exclusively with the lead partner.
4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BEPERFORMED AND RESPONSIBILITIES OF EACH:

   The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be asunder:

   First Party:

   Second Party:
5. The Registered office of the parties are as under:

   First Party:

   Second Party:

6. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Employer (HCSL) to ensure the satisfactory execution of that part of the contract.
7. The law of the country where the project is implemented / realized will govern this agreement.
8. The validity of this agreement is 180 days from the date of signing of agreement or otherwise till the end of the project in all respects, in case selected as the L1bidder for providing required services under the contract.
9. Neither party shall discuss, disclose or otherwise divulge any information related to the contents of this agreement, the projects and business to any third party without prior written consent of the other party. Disclosure of the information is a liable action.

IN WITNESS WHEREOF the Parties here to have signed hereunder at ..... on ... day of ..... 202__.

Party of First Part	Witness:
Party of Second Part	1) 2)

Annexure 10

METHOD OF PERFORMING THE WORKS

The Tenderer is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- Preliminary technical proposal (design) showing that the technical requirements according the Employer's Requirements for the Boat Trailer.
- The sequence and methods in which he proposes to carry out the Works
- A list of all major items of cranes, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him .Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Employer's Requirements.
- The procedure for installation/erection of equipment and transportation of equipment and materials to the site. Especially the method of manufacturing and installation of the level luffing single Boat Trailer has to be described.
- Details regarding mobilization in India, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
- Other Items Proposed (Security services, etc.).

Initials of Signatory to Bid:.....

Name:

Designation

Company

(Company Seal)

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Annexure 11

PROPOSED PROGRAMME OF WORKS

Tenderer shall provide a programme in a bar-chart form showing the sequence of work items by which he proposes to complete the Work of the entire Contract. The programme should indicate the sequences of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering/procurement of materials, manufacturing, delivering, installation/erection, testing and commissioning of Works to be executed under the Contract.

Sl. No.	Activity	Months					
		1	2	3	4	5	6
1	Design stage						
2	Submission of Drawings						
3	Inspection of major items at Supplier's works						
4	Supply of major items						
4.a							
4.b							
4.c							
5	Boat Trailer Installation						
6	Testing and Commissioning						

Initials of Signatory to Bid:..... (Company Seal)

Annexure 12

PRE-BID QUESTIONNAIRE

SI no.	Reference Clause	Page no.	Description	Tenderer Suggestion / Query	HCSL Reply
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature:

Name:

Designation:

Company:

(Company Seal)

Annexure 13

COMPLIANCE STATEMENT-COMMERCIAL AND TECHNICAL	PAGE 1 OF 1

PROJECT NAME: ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF 01 no. BOAT TRAILER OF 600T CAPACITY FOR THE SHIP REPAIR FACILITY AT PANDU, GUWAHATI, ASSAM.

TENDER NO: ---------- **DATE :----------**

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

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

Sl. No.	Description / Tender Reference	Reasons for Deviation

Name of tenderer:

Date: Signature	Name & Designation	Seal &
	(Company Seal)	

Annexure 14

KEY PERSONNEL

A writeup regarding key personnel having adequate experience in design, construction and quality assurance for the project

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Annexure 15

CHECKLIST- TECHNICAL

We, M/s .....hereby solemnly confirm and declare that we have gone through the tender specifications, terms and conditions and all other documents attached to the Tender .....of M/s Cochin Shipyard Ltd, in detail and full. Entire specifications , terms and conditions are noted and understood and get clarified with M/s Hooghly Cochin Shipyard Ltd. and submitting the offer herewith. We reconfirm the compliances of major technical points of technical specifications in the below format voluntarily and truly.

Sl No	ITEM	**Compliance (Please confirm with YES or reject with NO)**	Remarks if any
1	It is confirmed that scope of works in detail is noted and accepted. Deviations are mentioned in the deviation chart enclosed (Annexure 13).		
2	It is confirmed that various standards / rules / regulations mentioned in the technical specifications are noted and confirmed that the prevailing rules will be complied in full . Any changes in such rules /standards/ regulations made by the authorities during the tendering time or execution time or even during the commissioning time will be implemented as part of the contract signed.		
3	It is confirmed that entire welding works will be carried out with certified welders only. Inspection of welding joints will be carried out as per the details given in the relevant specifications of this tender and as per QAP approved by third party inspection agency appointed by HCSL.		

4	It is confirmed that welding consumables will be certified one and from well reputed manufacturers and authentic type approval certificate will be provided.		
5	It is confirmed and certified that steel will be provided from reputed mills with authentic marking and traceable certificate from classification societies or third party surveyors. Selection of steel as per standards for handling SWL and span on the Boat Trailer and the same will be ensured with applicable safety factors mentioned in the relevant standards.		
6	It is confirmed that paint scheme will be as per the list mentioned in the technical specification. It is confirmed that surface preparation will be carried in approved methods complying to the finishing mentioned.		
7	It is confirmed that all fasteners use in the Boat Trailer shall be of certified one from well reputed make .		

8	Make list of major components shall be submitted along with technical bid as per clause 82 of tender. In case any component used in Boat Trailer is found other than approved makes during any stage including guarantee period, such items will be replaced by the Boat Trailer manufacturer without any sort of claims or dispute.		
10	All required documents will duly be provided as per the schedule given in tender / work order.		
11	It is confirmed that only qualified and experienced Personnel will be deployed for this project. Authentic documents including police verification documents will be provided for the personnel for permitting them inside premises of HCSL.		

12	It is confirmed that entire responsibility of personnel or machineries deployed by the Boat Trailer manufacturer lies with themselves and HCSL do not realise any responsibility on the same.		
13	It is confirmed that HCSL has right to terminate the service of any personnel deployed by the Boat Trailer manufacturer or their subcontractors, at any point of time,from HCSL premises by giving the reasons in a letter.		
14	It is confirmed that safety rules/ guidelines mentioned in the tender are noted and will be complied fully. It is confirmed that HCSL has the right to impart and implement any remedial steps as per its rules on noting of any violations in this regard at any point of time as and when required.		

15	It is confirmed that Guarantee Clause mentioned in the technical specifications are noted and accepted and the same will be complied fully. Hereby confirms and accepted that any slip or delay in attending and clearing guarantee clause from the side of Boat Trailer manufacturer or their subcontractors or the OEM participated in this project, HCSL can take the specified actions from HCSL side.		
16	It is confirmed that only brand new items will be used in the Boat Trailer and best practices in industry will only be implemented in the project.		
17	Inspection / certification and documentation scheme of the project is noted and accepted fully.		
18	It is confirmed that drives, PLC, field devices, cabling, earthing, DSL, low voltage, medium voltage and high voltage requirements, transformers, earthing, lighting, etc would be done as per the technical specification		
19	It is confirmed and declares that any minor works, especially a statutory requirement, which are not mentioned in the tender specifications or missed out, will be carried out or implanted in this project by assuming it as the part of tender specification.		
20	It is confirmed that Spare availability for all components for the next 10 years will be ensured.		

We , M/s .....solemnly reconfirm and declare that the above checklist points elicited are fully known to us and we hereby confirm its compliances in full for the entire project period including its guarantee period. It is also confirms that we will consider and implement the detailed specification in the RFQ and points in this check list are considered as reaffirmation of those points in concise form. I the undersigned hereby truly confirm that I am authorised to sign on this document as per articles of association of M/s ..... where I am employed as per the details given along with my signature below.

Signature. :
Name :
Designation :
Department :
Company :
Company seal

Annexure-16

Billing Schedule for Supply of Items

SL No	Item Description	Unit	Qty	Percentage of total Basic price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature:

Name:

Designation:

Company:

(Company Seal)

Annexure-17

Bid Security Declaration Form

I / We, the authorized signatory of

M/s....., participating in the subject Tender Enquiry / GEM Bid No. ..... for the item / job of ....., do hereby declare:

That in the event we withdraw / modify our bid during the period of validity Or I/We fail to execute formal contract agreement within the given timeline OR I/We fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Hooghly Cochin Shipyard Ltd. for a period of 12 months. from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

Annexure-18

BANK GUARANTEE FOR ADVANCE PAYMENT

To
HOOGHLY COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)

In accordance with the Conditions of Contract No. ..... dated .....(hereinafter called the Contract) for the supply/work of ..... (Name of the item), M/s. .....(Name and address of Contractor)(hereinafter called the Contractor) shall deposit with HOOGHLY COCHIN SHIPYARD LTD,
HOWRAH, a bank guarantee to guarantee his advance payment under the Contract for an amount of ..... (amount of Guarantee) ....(in words).

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee.
It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Contractor on his account number _____ [account number in IBAN-format] at _____ [name and SWIFT address of account-holding bank].

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") as instructed by the Contractor, agree irrevocably to guarantee the payment to COCHIN SHIPYARD LTD, COCHIN, in the amount not exceeding.....
(Amount1 of Guarantee)..... only (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 Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

2. Your signed statement certifying that the Contractor has been given a prior written notice by email from you to make good the aforesaid breach and that the Contractor still failed to fulfill the Contract within 30 days of such notice and the amount claimed is still to be received from the Contractor. A copy of such notice given by email to the Contractor 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 Works to be performed thereunder or of any of the Contract documents which may be made between HOOGHLY COCHIN SHIPYARD LTD, HOWRAH and the contractor, shall in any way release us from any liability under this guarantee, and we hereby

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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.

The guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the fulfillment of the contractual obligations in respect of which this BG is issued by the contractor.

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 you 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

Name of

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.

Annexure-19

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ WARRANTY GUARANTEE

To
HOOGHLY COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)

Supplier) (hereinafter called "**the Supplier**")
has undertaken, in pursuance of Co Da
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 dance with the Contract.
AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we

s 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

.

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.

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Notwithstanding anything contained herein:

1. Our liability under this Bank Guarante
(

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

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

Name of

Addres

[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.

ANNEXURE-20

FORMAT FOR REFERRING CASES TO GRIEVENCES REDRESSAL COMMITTEE

Name of Contract	
Value of Contract	
Name and Designation of the applicant	
Address of applicant	
Contact no of applicant (a) Mobile (b) Landline	
Name of Company/Firm represented by the applicant	
Address and contact no of the company /firm	
Copy of board resolution duly attested and notarized authorizing the applicant to represent the company/firm in the grievance redressal procedure, negotiate and to accept any settlement/theron or Copy of Duly attested power of attorney authorizing the applicant to represent the company/firm in the grievance redressal procedure, negotiate and to accept any settlement thereon.	
Details of ID proof of the applicant(Attested copy of the id proof to be enclosed)	
Brief details of the contract	
Name of the department of HCSL overseeing the contract	

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Name of the HCSL officer dealing with the contract	
Gist of the Grievance	

Annexure-21

Special tools and fixtures

for maintenance and subsequent replacement of all assemblies, components and for replacement of spare parts. Price of these items to be included in the price of Boat Trailer.

Sl No	Special Tools & Fixtures	Quantity

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Annexure-22

List of recommended spares for 5 years operation

Sl No	Item	Unit Price (Currency)	Quantity



Annexure-23

Make list of Major Components

ANNEXURE- 24 a

Chief Executive Officer

Hooghly Cochin Shipyard Limited

Howrah

Date: _____

Subject: Tender Enquiry No._____

We, _____(Name of the Parent Company) hereby authorize _____(Name of Subsidiary Company) to prepare and submit the proposal in response to the HCSL Tender Enquiry No. _____.

If _____ (Name of Subsidiary Company) successful in becoming the L1 bidder, the order has to be issued to _____ (Name of Subsidiary Company) and, _____ (Name of the Parent Company) will also provide full technical and financial assistance to _____ (Name of Subsidiary Company) in order to perform the contractual obligations with Cochin Shipyard Ltd.

(Signature of the Authorised Representatives)

Name:
Designation:
Name of Subsidiary Company:

Name:
Designation:
Name of Parent Company:

ANNEXURE- 24 b

Agreement between Parent & Subsidiary Company

Date: _____

To whomsoever it may concern

Subject: Tender Enquiry No._____

_____ (Name of Subsidiary Company) having its registered office at_____
_____

AND

_____ (Name of the Parent Company) having its registered officeat_____
_____ hereby agree to jointly submit an offer for Tender Enquiry No _____ and all parties shall be jointly and severally liable for the same.

It is agreed as follows:

1. _____(Name of Subsidiary Company) shall be the leader of the Consortium to coordinate with the OWNER or with other specified agencies during the period the bid is under evaluation as well as during the execution of Work in the event Work is awarded. The leader shall also be responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst all the parties to this agreement.

2. All the Consortium members _____(Name of Subsidiary Company), _____(Name of the Parent Company) are jointly and severally responsible for discharging all obligations under the contract.

3. Any correspondence exchanged with the leader of consortium shall be binding on all the parties to this agreement.

4. _____ as the leader of the consortium is authorized to sign all correspondences, signing bid documents, submission of this proposal, providing clarifications also during contract period, if awarded on behalf of the consortium.

5. Governing law for the Consortium shall be law of the Republic of India and the language will be English.

6. All disputes arising in connection with this Agreement shall be finally settled in India under the Rules of Arbitration & Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Rules. The arbitration procedure shall be carried out in the English language.

7. This agreement will cease if
   a) The bid of the Consortium is not accepted by the OWNER
   b) The OWNER cancels the bid process (or) postpones submission of bid beyond _____.

FOR & ON BEHALF OF

_____ (Name of Subsidiary Company)
Name:
Designation:

_____ (Name of Parent Company)
Name:
Designation:

Annexure-25

SOLVENCY CERTIFICATE

This is to certify that M/s. ..... has/have been maintaining a Savings Bank / current account with our bank since ..... years. From his / her bank transactions with us we have found his/her as follows:

To the best of our knowledge and information belief, he/she is solvent to the extent of Rs.

..... Rs. (in words.....)

This Solvency Certificate is issued without any responsibility on the part of the bank of any of its officers.

Seal

(Signature & Name) Branch Manager

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Annexure-26

PRE-CONTRACT INTEGRITY PACT

HOOGHLY COCHIN SHIPYARD LIMITED

General

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the PRINCIPAL

The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs a like and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

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

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

4. Commitments of BIDDERs

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

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

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

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

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

BIDDERs shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.



The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

5. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any

corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

6. Earnest Money (Security Deposit)

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

(i) Bank Draft of Pay Order in favour of HOOGHLY CSL.

(ii)A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

7. Sanctions for Violations

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

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

Hooghly Cochin Shipyard Limited * हावड़ा-०९ HOWRAH-09

The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest there on at 2% above the prevail2ing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation /recession and the PRINCIPAL shall be entitled to deduct the amounts o payable from the money (s) due to the BIDDER.

To debar the BIDDER from participating in the future bidding processes of HOOGHLY CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.

To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to(x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX

of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

8. Independent Monitor

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

1. Dr. Rajan S Katoch, IAS (Retd) A-91, Alkapuri, Bhopal (MP) - 462022. Mobile: 8800919222; Email: rkatoch@nic.in.

2. Dr. Vinod Bihari Mathur, IFoS (Retd.) D302, Arborea Luxury Homes, Tarla Nagal, Near Doon Helidrome, Dehradun, Uttarakhand – 248001. Mobile: 9412054648; Email: vbm.ddn@gmail.com

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

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

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

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

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

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

The Monitors will submit a written report to the designated Authority of PRINCIPAL/ Secretary in the Department/within 8 to10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await await their decision in the matter.

11. Other Legal Actions

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

12. Validity

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

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

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

1.0	PRINCIPAL BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Dept./ MINISTRY/ PSU	
Witness	Witness

1..... 1.....

2..... 2.....

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

HOOGHLY COCHIN SHIPYARD LIMITED

A wholly owned Subsidiary of Cochin Shipyard Limited,

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

SITE VISIT SLIP

I....., authorized

representative of .... address: .... Visited the site on .....and understood the work completely related to the work of procurement of **Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.** vide Tender Notice no..

....

Stamp and Signature of the representative of the firm Signature of HCSL officer

Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

Contents of EPC Turnkey Tender Documents

Volume I	Instructions to Tenderers Invitation to Tender Instructions to Tenderers (ITT) with Appendices to ITT
Volume II	**Conditions of Contract** General Conditions of Contract (GCC) Particular Conditions of Contract (PCC) Standard Forms
Volume III	Technical Specification
Volume IV	Financial Part Preamble to Schedule of Prices Schedule of Prices Estimated Payment Schedule Lump Sum Cost Breakdown for Major Items
Volume V	Drawings

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Annex A HOOGHLY COCHIN SHIPYARD LIMITED – HSE GUIDLINES



1. General Conditions of Contract

Hooghly Cochin Shipyard Limited

Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be those of the "Conditions of Contract for EPC/Turnkey Projects" first edition 1999, prepared by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). These Conditions are subject to the variations and additions in "Particular Conditions of Contract."

Copies of the FIDIC Conditions of Contract can be obtained

from: FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12
Switzerland

Facsimile: 41 21 653 5432

Telephone: 41 21 654 4411

www: http//www.fidic.org

2. Particular Conditions of Contract

Sub-Clause 1.1 **Definitions**

(1.1.1.4) *The following is added at the end of the paragraph:*

The word "Tender" is synonymous with "Bid", "Proposal" or "Offer" and the word "Tender Document" with "Bidding Document".

(1.1.2.2) *The following is added at the end of the paragraph:*

The Employer is:

Name: Hooghly Cochin Shipyard Limited (HCSL) on behalf of IWAI

Address: Hooghly Cochin Shipyard Limited Satyen Bose Road P.O. Danesh Shaikh Lane, Nazirgunge, Howrah,

West Bengal-711109, India

Phone: +91(33)29558283/+91(33)26888282.

Website:www.hooghlycsl.com

(1.1.2.4) *The following is added at the end of the paragraph:*

The Employer's Representative is:

Name: Chief Executive Officer

Hooghly Cochin Shipyard Limited (HCSL)

Address: Satyen Bose Road P.O. Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal

711109, India

Phone: +91(33)29558283/+91(33)26888282.

Email: sreejith.narayanan@cochinshipyard.in

or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of Employer's Representative. Provided always that except in cases of professional misconduct, the outgoing Employer's Representative is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

(1.1.3.3) *The following is added at the end of the paragraph:*

Time for Completion is specified under Sub-Clause 8.2.

(1.1.3.7) *Substitute last sentence of Sub-Clause 1.1.3.7 as follows:*

Defects Notification Period shall be 730 days (2 years).

(1.1.4.4) *The text is deleted and substituted with the following:*



"Foreign Currency" means US Dollor (USD) or Euro in which part (or all) of the Contract Price is payable.

(1.1.4.5) *The text is deleted and substituted with the following:*

"Local Currency" means Indian Rupees (INR) in which part (or all) of the Contract Price is payable.

(1.1.4.7) *The following is added at the end of the paragraph:*

Retention Money is specified under Sub-Clause 14.3 (c) and is also valid for Sub-Clause 14.4 if this Sub-Clause is applied.

(1.1.6.2) *The text is deleted and substituted with the following:*

"Country" means the Republic of India.

The following paragraphs are added:

(1.1.6.9) "Bidder or Tenderer" means any person or persons, company, corporation, or firm submitting a Tender.

(1.1.6.10) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

Sub-Clause 1.2 Interpretation

Add the following sub-paragraph (e):

(e) In these Conditions, provisions including the expression" Cost plus reasonable profit" require this profit to be fifteen percent (15%) of this Cost which includes both overhead cost and profit.

Sub-Clause 1.3 Communications

Add the following sub-paragraph (c) and (d):

(c) Notices sent by post shall be either by registered post, with return receipt requested, or by special courier with acknowledgement of receipt. Hand delivered notices shall be confirmed by the addressee by dated signature. Notices sent by facsimile transmission or scanned letter shall be confirmed by dispatching the original copy by one of the aforementioned ways.

(d) Communications by email are only permitted if email addresses are nominated in the Contract Agreement. Communications sent by email transmission including scanned documents shall be confirmed by dispatching the original copy by one of the aforementioned ways.

Sub-Clause 1.4 **Laws and Language**

Add the following paragraphs at the end of Sub-Clause 1.4:

(a) The Contract, Communications and Contractor's Documents shall be drawn up in the English language.

(b) The Contract shall be governed by the Laws of the Republic of India.



Sub-Clause 1.5 **Priority of Documents**

Substitute Sub-Clause 1.5 by the following:

The documents forming the Contract are to be taken as mutually explanatory of one another. For purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(1) the Contract Agreement,
(2) the Particular Conditions of Contract,
(3) the General Conditions of Contract,
(4) the Employer's Requirements,
(5) the Schedule of Prices,
(6) the Drawings,
(7) the Tender and any other documents forming part of the Contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Employer's Requirements shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

Sub-Clause 1.10 **Employer's Use of Contractor's Documents**

Substitute Sub-Clause 1.10 by the following:

The Contractor shall be deemed (by signing the Contract) to give the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them.

Sub-Clause 1.12 **Confidential Details**

Add the following paragraph at the end of Sub-Clause 1.12:

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer. On completion of the Contract or on instruction from Employer's Representative and / or Employer the Contractor shall hand over to the Employer all drawings, data, reports, maps and other similar documents prepared or received in connection with the Contract.

Sub-Clause 2.1 **Right of Access to the Site**

Substitute Sub-Clause 2.1 by the following:

The Employer shall give the Contractor right of access to, and possession of, all the Site parts of the Site 42 days prior to the completion date of the civil structure for the areas as mentioned in the Employer's Requirements and Drawings under Section 430 "Key Milestone Dates". The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer's Requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If the Employer fails to give any such right or possession within such time, the Contractor shall give notice to the Employer. For the event of a delay in right or possession of, all the Site parts of the Site the provisions as stated in the Employer's Requirements under Section 420 "Contract Hold Point" shall apply.

After receiving this notice, the Employer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

Sub-Clause 2.4 **Employer's Financial Arrangements**

Sub-Clause 4.20 is not applicable and is deleted in its entirety.

Sub-Clause 3.1 **The Employer's Representative**

Add the following paragraphs at the end of Sub-Clause 3.1:

The Employer's Representative shall obtain the specific approval of the Employer before taking action under the following sub-clauses of these Conditions:

(a) Sub-Clause 4.4 consenting to the subletting of any part of the Works;

(b) Sub-Clause 8.4 determining an Extension of Time for Completion;

(c) Sub-Clause 8.8 Suspension of Works;

(d) Sub-Clause 11.9 issuing of Performance Certificate;

(f) Sub-Clause 13.1 issuing a Variation, except in an emergency

situation, as reasonably determined by the Employer's Representative;

(g) Sub-Clause 13.3 determining adjustments to the Contract Price;

(h) Sub-Clause 14.11 issuing of Final Payment Certificate; and

(i) alteration of the mandatory requirements and design criteria stipulated in the Employer's Requirements.

Sub-Clause 4.1 **Contractor's General Obligations**

Add the following paragraph at the end of Sub-Clause 4.1:

The Contractor shall be responsible for the clearance from customs, transportation and security to the Site of any & all Materials and Plant for the Permanent Works, as well as of Contractor's Equipment and Temporary Works required at Site. All deliveries have to be according DDP Incoterms 2010 (Carriage & Insurance Paid until delivery on Site) regulations.

Sub-Clause 4.2 **Performance Security**

Substitute second sentence of the second paragraph of Sub-Clause 4.2 as follows:

Such Performance Security shall be in the form of either (a) bank guarantee as per the format from any Scheduled Bank in India for Indian supplier or (b) for foreign supplier, Bank guarantee shall be in the form of an authenticated swift message to HCSL bank

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

Add the following paragraph at the end of Sub-Clause 4.2:

Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Contract Agreement.

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions of Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

Sub-Clause 4.3 **Contractor's Representative**

Add the following paragraph at the end of Sub-Clause 4.3:

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

Sub-Clause 4.4 **Subcontractors**

Substitute first sentence of the first paragraph of Sub-Clause 4.4 as follows:

The Contractor shall not subcontract any other part of the Works, except the parts of the Works as nominated in the Tender including the accepted Subcontractors.

Substitute sub-paragraph (c) by the following:

(c) the intended replacement of a Subcontractor, with detailed particulars which shall include his relevant experience,

Sub-Clause 4.19 **Electricity, Water and Gas**

Substitute last paragraph of Sub-Clause 4.19 as follows:

Electricity and fresh water will not be arranged and provided free of charge by the Client. Distribution to the Site also shall be carried out by the Contractor at his costs for the sole use of works related to the erection and commissioning of 600T Boat Trailer until the Performance Certificate is issued. Any other services if required shall also remain in the responsibility of the Contractor.

Sub-Clause 4.20 **Employer's Equipment and Free-Issue Material**

Sub-Clause 4.20 is not applicable and is deleted in its entirety.

Sub-Clause 4.21 **Progress Reports**

Add the following paragraph at the end of Sub-Clause 4.21:

Additional to the monthly progress reports, as mentioned above, the Contractor shall keep a daily record of the work progress, which shall

be made available to the Employer / Employer's Representative. Daily record shall be prepared at the time Works on Site commence. The daily record shall be in a form approved by the Employer / Employer's Representative and have to be provided within 24 hours to the nominated email addresses. The original daily records have to be delivered within 48 hours.

The daily record shall include particulars of weather conditions, number of men working in different categories, deliveries of materials, quantity, location and assignment of equipment.

Sub-Clause 4.24 **Fossils**

Sub-paragraph (b) of Sub-Clause 4.24 is deleted in its entirety.

Sub-Clause 6.1 **Engagement of Staff and Labour**

Add the following paragraph at the end of Sub-Clause 6.1:

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within India.

Sub-Clause 6.5 **Working Hours**

Add the following paragraph at the end of Sub-Clause 6.5:

The normal working hours on the Site shall be in accordance with the applicable labour laws of India. Normal working hours are assumed to be 8 hours/day from Monday to Saturday.

Sub-Clause 6.7 **Health and Safety**

Delete in the first line of first paragraph the word "reasonable".

Add the following wording at the end of first paragraph:

", including provision of suitable prophylactics for the Contractor's Personnel, use of appropriate insecticides and regular distribution of HIV-preservatives, all in compliance with the regulations of the local health authorities."

Add the following paragraphs at the end of Sub-Clause 6.7:

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of India with such modifications thereto as the Employer's Representative may authorise or direct.

The Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Employer's

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Representative may determine to be reasonably necessary for such purpose. The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Employer may from time to time prescribe. The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Employer's Representative, adequate supply of drinking and other water for the use of his staff and labour.

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In the event of any outbreak of illness of an epidemic/pandemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

The Contractor has to respect the HSE Guidelines of the Employer which are attached hereto in Annex D.

Sub-Clause 6.9 **Contractor's Personnel**

Add the following paragraphs at the end of Sub-Clause 6.9:

The Contractor shall comply with and pay all costs including national insurance contributions for all his employees, whether local or foreign, involved in or concerned with the execution of the Works, and all other costs relating to the employment of labour, health, working hours and conditions and rates of pay, whether referred to in the Contract or not.

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of Employers Representative.

The following Sub-Clauses are added:

Sub-Clause 6.12 **Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.



Sub-Clause 6.13 **Arms and Ammunition**

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

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Sub-Clause 6.14 **Festivals and Religious Customs**

The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

Sub-Clause 7.1 **Manner of Execution**

Add the following sub-paragraph (d):

(d) The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in India and services, available in India provided such materials, supplies, plant, equipment and services shall be of required standard.

Sub-Clause 7.4 **Testing**

Add the following paragraphs at the end of Sub-Clause 7.4:

Witnessing of Factory Acceptance Tests (as applicable):

Factory acceptance tests shall be witnessed by the two personnel of the Employer / Employer's Representative. All costs in connection with witnessing of the factory acceptance tests by the Employer / Employer's Representative shall be borne by the Contractor. These shall include the costs of air travel (economy class) from India to place of inspection/testing and back, hotel accommodation/boarding/lodging (as per actual), inland transportation and daily allowance @ US Dollars 200 per day per person for inspection/testing to be conducted outside India and 3,500 INR per day per person [besides other costs of travelling (economy class air travel , local taxi etc) and lodging etc. (as above)] for inspection/testing to be conducted inside India for each visit of every person to witness these tests.

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Sub-Clause 8.2 Time for Completion

Add the following paragraphs at the end of Sub-Clause 8.2:

Time for Completion for Sections according Sub-Clause 1.1.5.6 are: Phase 1

Preliminary Design	5 days
Detailed Design	5 days
Review period by the Employer	10 days
Final Detailed Design	5 days
Certification (design appraisal) by Third party certification agency like Lloyds Register, DNV, BV, IRS, TUV etc	5 days

Phase 2

Manufacturing Phase	2 months or 60 days
Delivery, Installation & Commission of Boat Trailer	1 months or 30 days

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Sub-Clause 8.3 **Programme**

Add the following paragraphs at the end of Sub-Clause 8.3:

The programme shall be submitted in the form of a Gantt Chart, with

dates and milestones commencing at day 0 for the Commencement Date. A copy (in digital format and as hard copy) of the programme in the latest edition of Microsoft Project format shall be provided to the Employer's Representative.

Histograms of the planned number of staff at the Site on a monthly basis shall also be provided, and shall show administrative, civil works (if any), mechanical, electrical and supervisory personnel separately.

Sub-Clause 8.4 **Extension of Time for Completion**

Add the following sentence at the end of sub-paragraph (c) of Sub-Clause 8.4:

In order for an extension of Time for Completion to be considered the Contractor shall demonstrate that he has taken all reasonable steps to liaise with the Employer, Employer's Personnel and the Employer's other contractors in order to avoid or reduce delays caused by them.

Sub-Clause 8.7 **Delay Damages**

Add the following paragraphs at the end of Sub-Clause 8.7:

In Sub-Clause 8.7, the sum referred to in the second sentence shall be ½% (half percent) per week of the Contract Price as delay damages in respect of the Works, payable (per day) in the proportions of currencies in which the Contract Price is payable. The maximum amount of delay damages shall be ten percent (10%) of the Contract Price stated in the Contract Agreement.

Sub-Clause 10.3 **Interference with Tests on Completion**

Sub-paragraph (b) of Sub-Clause 4.24 is deleted in its entirety.

Sub-Clause 11.10 **Unfulfilled Obligations**

Add the following paragraph at the end of Sub-Clause 11.10:

The liability of the Contractor for latent defects in his Works shall be in accordance with the governing Laws as stated in Sub-Clause 1.4. However notwithstanding the provisions of this Laws, the period of liability for such latent defects shall not be less than 10 (ten) years from the date of the Performance Certificate.



Sub-Clause 13.8 Adjustments for Changes in Cost

Substitute Sub-Clause 13.8 by the following:

The Contract Price shall not be subject to any adjustment in respect of rise or fall in the cost of labour, Materials, Plant or any other matters affecting the cost of execution of the Contract, except as stipulated in Sub-Clause 13.7.

Sub-Clause 14.1 Contract Price

Add the following sub-paragraph (c), (d) and (e):

(c) The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and

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other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

(d) The Contract Price shall be inclusive of customs duty (if any).

(e) For Indian firms GST at prevailing rate shall be paid extra over the agreed contract price.

Sub-Clause 14.2 Advance Payment

Add the following paragraph at the end of Sub-Clause 14.2:

In Sub-Clause 14.2, the sum referred to under item:

(a) the amount of the advance payment shall be 10% of the Contract Price stated in the Contract Agreement

(b) the advance payment shall be paid (upon submission of equivalent BG) in the currencies and proportions of those in which the Contract Price is payable,

(c) deductions for repayment of the Advance Payment have to be made in each Application for Interim Payments or instalment quoted in the Payment Schedule. The Advance Payment has to be re-payed with the last Application for Interim Payments or instalment quoted in the Payment Schedule prior to the scheduled Taking Over according to Sub-Clause 10.1.

The advance payment guarantee shall be in the form of either (a) bank guarantee from any Scheduled Bank in India. The advance payment guarantee shall be valid till the completion of material Supply. The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

Sub-Clause 14.3 Application of Interim Payments

Substitute sub-paragraph (c) of Sub-Clause 14.3 as follows:

(c) any amount to deducted for retention, calculated by applying 10 % for each payment due to the Contractor, until the amount so retained by the Employer reaches the limited of Retention Money of 10% of the Contract Price stated in the Contract Agreement.

Sub-Clause 14.5 Plant and Materials intended for the Works

Sub-Clause 14.5 is not applicable and is deleted in its entirety.

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Sub-Clause 14.6 Interim Payments

Substitute in the second line, "28" by "14".

Add the following sub-paragraph (c):

(c) if the Contractor fails to provide drawings, diagrams, operating and maintenance instructions or other documentation forming part of the Works, at the times specified in the Contract, payments which become due to the Contractor in accordance with the Contract may be delayed by a period of time equal to the delay in providing the documentation.

~~**Sub-Clause 14.8 Delayed Payment**~~

~~*Add the following paragraph at the end of Sub-Clause 14.8:*~~

~~The annual rate for the calculation of the financing charges shall be four percent (4%).~~

Sub-Clause 14.15 Currencies of Payment

Add the following paragraph at the end of Sub-Clause 14.15:

Payments to a Contractor shall be in ~~Indian Rupee, only~~ the respective quoted currencies only.

Sub-Clause 16.1 Contractor's Entitlement to Suspend the Work

Sub-paragraph (c) of Sub-Clause 16.1 is deleted in its entirety.

Sub-Clause 16.2 Termination by Contractor

Sub-paragraph (a) of Sub-Clause 16.2 is deleted in its entirety.

Sub-Clause 16.4 Payment on Termination

Sub-paragraph (c) of Sub-Clause 16.4 is deleted in its entirety.

Sub-Clause 17.3 Employer's Risks

Substitute Sub-Clause 17.3 by the following:

The Employers Risks are:

(a) insofar as they directly affect the execution of the Works in India:
  (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war, pandemic, epidemic
  (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

(iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

(v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

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(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the engineering / design of the Works, other than any part of the engineering / design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen, or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

(a) prevent loss or damage to physical property from occurring by taking appropriate measures, or

(b) insure against.

Sub-Clause 17.4 Consequences of Employer's Risks

Sub-paragraph (b) of Sub-Clause 17.4 is deleted in its entirety.

Sub-Clause 17.6 Limitation of Liability

Add the following paragraph at the end of Sub-Clause 17.6:

The total liability shall not exceed the Contract Price stated in the Contract Agreement.

Sub-Clause 18.1 General Requirements for Insurances

Add the following paragraph at the end of Sub-Clause 18.1:

The respective periods are for the items (a) and (b) stated above are:

(a) 30 days for the evidence of the insurance, and

(b) 90 days for the copies of the policies for the insurance.

Sub-Clause 18.2 **Insurance for Work and Contractor's Equipment**

Add the following paragraph at the end of Sub-Clause 18.2:

The amount for the items (d) stated above is:

(d) The amount of this insurance shall not be less than the Accepted Contract Amount plus a further amount of ten (10) percent of this value.

Add the following paragraph at the end of Sub-Clause 18.2:

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 18.2, 18.3 and 18.4) with either National Insurance Company of India or any other insurance company operating in India and acceptable to the Employer. Costs of such insurances shall be borne by the Contractor.

Sub-Clause 18.3 **Insurance against Injury to Person and Damage to Property**

Add the following paragraph at the end of Sub-Clause 18.3:

The amount of this insurance shall not be less than ten (10) percent of the Accepted Contract Amount.

Sub-Clause 20.2 **Appointment of the Dispute Adjudication Board**

Substitute Sub-Clause 20.2 by the following:

Sub-Clause 20.2 Employer's Representative Decision

If a dispute of any kind whatsoever arises between the Employer and Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or evaluation of the Employer's Representative, the matter in dispute shall, in the first instance, be referred in writing to the Employer's Representative. Such reference shall state that it is being made in accordance with this Clause. Within thirty (30) days of having received such notification the Employer's Representative shall give notice of his decision to the Employer and Contractor. Such decision shall state that it is being made in accordance with this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with the Works with all due diligence and care, and both Employer and Contractor shall give effect to every decision of the Employer's Representative unless and until the same shall be revised as hereinafter provided, in an amicable settlement or arbitrator's award.

If either the Employer or the Contractor is dissatisfied with any decision of the Employer's Representative, or if the Employer's Representative fails to give notice of his decision on or before the thirtieth (30th) day after having received notification by either party, then either the Employer or Contractor, on or before the thirtieth (30th) day after the expiry of the thirtieth (30th) day give notice to the other party, with a copy for the information of the Employer's Representative, of his intention to commence the Amicable settlement process ~~arbitration~~, as hereinafter provided, as a matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence amicable settlement ~~arbitration~~, as to such dispute and subject to provisions of this Clause, no amicable settlement ~~arbitration~~ in respect thereof shall be commenced unless such notice is given.

If the Employer's Representative has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence amicable settlement ~~arbitration~~ as to such dispute has been given by either the Employer or the Contractor on or before the thirtieth (30th) day after the day on which the Employer's Representative decision was made, the said decision shall become final and binding upon the Employer and Contractor.

Sub-Clause 20.3 **Failure to Agree Dispute Adjudication Board**

Sub-Clause 20.3 is not applicable and is deleted in its entirety.

Sub-Clause 20.4 **Obtaining Dispute Adjudication Board's Decision**

Sub-Clause 20.4 is not applicable and is deleted in its entirety.

Sub-Clause 20.5 **Amicable Settlement**

Substitute Sub-Clause 20.5 by the following:

Where notice of dissatisfaction has been given under Sub-Clause 20.2 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. ~~However, unless both Parties agree otherwise, arbitration may be commenced on or after the Ninty day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.~~

Any approach for an amicable settlement shall be addressed to Cochin Shipyard's Grievance Committee. All representations to this Committee shall be addressed to the nodal officer, Company Secretary, Hooghly Cochin Shipyard Limited, Howrah. The nodal officer would forward the submission to the Grievance Committee. The Committee would subsequently call the aggrieved parties, hold a hearing and settle the disputes amicably.

Sub-Clause 20.6 **Arbitration**

Add the following paragraph at the end of Sub-Clause 20.6:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of Arbitration shall be Singapore.

The language of Arbitration shall be English.

This contract is governed by the laws of Singapore.

Sub-Clause 20.7 Failure to Comply with Dispute Adjudication Board's Decision

Substitute Sub-Clause 20.7 by the following:

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Sub-Clause 20.7 Failure to Comply with Employer's Representative Decision

In the event that:

(a) neither Party has given notice of dissatisfaction within the period stated in Sub-Clause 20.2 [Employer's Representative Decision],

(b) the Employer's Representative's related decision (if any) has become final and binding, and

(c) a Party fails to comply with this decision,

then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.2 [Employer's Representative Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

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Annex A **HOOGHLY COCHIN SHIPYARD LIMITED – HSE GUIDLINES**

a. No person above 60 years shall be permitted entry into the yard for any work except otherwise specially permitted by the occupier of HCSL.

b. Smoking is strictly prohibited.

c. Unauthorized use of cameras and mobile phones in HCSL Pandu work site is forbidden.

d. Parking of vehicle is only in approved parking locations. Priority is for Material Movement and private vehicles shall make way for material movement.

e. The use or possession or influence of non-prescription drugs, alcohol and the abuse of substances is strictly prohibited in HCSL.

f. Speed Limit of vehicle in the yard is 20 km/hr.

g. Ensure walking on the roads to be near to the line marked on the road.

h. Fishing is not permitted in the yard.

i. Everyone should observe and obey regulatory signs.

j. Use of mobile phones is strictly prohibited while at work and driving including while cycling.

k. Usage of Safety Helmet with chin strap, safety shoe and cotton working dress are compulsory at HCSL work site. Suitable PPEs (Personal Protective Equipments) are to be used.

l. Risk assessment of non-routine works to be done and control measures identified before commencement of work. This shall be approved by HCSL officer In-charge and confirm by HCSL Safety & Fire Dept. These control measures are to be commu- nicated to the workers.

m. Workers and supervisors engaged in the works shall be competent.

n. Briefing of HSE points related to the day activities is to be carried out by the supervisor in-charge.

o. People to be engaged in activities preferable in group only. In case a person has to work alone, the same shall be known to at least two persons who are working nearby.

p. Using Paint tin, CO2 welding cable bobbin and oil drums as working platform is strictly prohibited.

q. Don't store thinners in beverage bottles.

r. Adequate precautions should be taken during welding or gas cutting against situations such as electric shocks, burns, fumes, explosion and arc eyes.

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s. When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below / nearby and suitable barricade to be done at the ground.

t. Never use Oxygen for ventilation purpose.

u. It is to be ensured that fuel gas (Oxygen, Acetylene, LPG), CO_2, Compressed air, Mixed gas, Nitrogen, argon etc. manifold coke valves must be closed before leaving the work space. It is ensured that main valve to manifold must be closed during break time.

v. Fuel gas (Oxygen, Acetylene) lines to be taken out from the confine space when you are leaving for break.

w. Ensure that no hot work should be carried out in the presence of hydrocarbon fumes.

x. Arc welding equipments should be properly earthed.

y. Ensure that ELCB is fitted on all Welding Machines or the same to be tapped from switchboards with ELCB protection.

z. Ensure cables used for all electrical equipments/tools with sufficient current carrying capacity.

aa. Electrical hand tools used in HCSL is of double insulated type.

bb. Voltage Reducing Devices (VRD) (Safety relay) must be fitted on AC welding Ma- chines.

cc. Never Bypass Safety Relay on AC welding machines.

dd. Electrical extension switch boards are in metallic construction with ELCB & MCB. Only industrial type plug and socket to be used.

ee. Only authorized persons are allowed to operate any machine/equipment/ Switch boards. Unauthorized operation of any switch gear is strictly prohibited.

ff. Never tamper with machine guards.

gg. Ensured that all portable equipments, welding transformers/rectifiers must be switched off after use.

hh. Good quality welding cables, cutting hoses and hand tools must be used in the yard.

ii. For getting temporary electrical connections (welding sets, power plug boards), a Load Centre (LC) number shall be obtained through licensed electrical contractor and submitted to HCSL Chief Project Engineer (CPE).

jj. Works to be performed only on certified scaffolding (Hand rails, planks without gap, access to working platform). All working platform having 2m and above shall be certified by HCSL safety personal.

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kk. Always wear full body harness while working at height (eg. While working on scaffolding). The anchor points of harness should be strong enough.

ll. While it is liable to fall into water bodies, floating vest are to be worn.

mm. Height of handrail should be of 90 cm with intermediate railing of 45 cm, wherever

nn. protective hand rails are provided for fall protection.

oo. Excavated materials should be put away from the edge of the excavated trench to avoid slopping of the excavated materials into the trench.

pp. Open manholes and places where it is liable to fall, those areas must be protected by strong barricade with intermediate railings. Manhole covers should be replaced promptly when work is suspended.

qq. All lifting tools and & tackles, pressure vessels including blasting hoppers to be tested every year by competent person and obtained valid test certificate. Ensured that items that are defect free and in good condition are used.

rr. Any situation affecting the safety of an employee or his fellow employees shall be immediately brought to the notice of site supervisor or reported to HCSL.

ss. Only authorized employees should be allowed to operate the mobile cranes and other hoisting equipment & Rigging/Signaling.

tt. Standing under suspended loads is dangerous and is avoided.

uu. Compressed air should not be used to clean the clothing. When not using the com- pressed air, the valve must be shut off.

vv. Any kind of Gas cylinders (empty/full) should be secured in upright position and away from direct sunlight.

ww. Air hoses, welding cables, fuel hoses, electric cables should not be allowed to lie across walkways etc. and they should be suspended from overhead.

xx. Inflammable liquids must be handled in safe cans or containers approved by HCSL and shall be stored in space having good ventilation and acceptable to HCSL. All such containers must be clearly labeled and warnings exhibited visibly.



yy. Rescue operations done only by authorized person. If there is life threat observed, anybody can clear the threat and wait for authorized rescue persons for further ac- tions.

zz. Everybody should be responsible for housekeeping at their work site.

aaa. Avoid activity/action that leads to air/water/soil pollution.

bbb. The Contractor before starting any work in the HCSL premises will be issued with these HCSL HSE guidelines and firm is expected to give a declaration that he re- ceives one copy of the HCSL HSE guidelines and will comply with laid therein.

ccc. A responsible safety In-charge is to be designated by the firm for the activities. The details of the safety In-charge shall be communicated to HCSL Safety & Fire dept. He shall take a lead to ensure safe work environment for their work sites.

ddd. HCSL reserves its right to suspend work in the event of the contractor not complying with the HSE guide lines with regarding to HSE practices for which no claim of any kind will be entertained.

eee. To ensure the safe conduct of safety operation, a representative of the contractor should maintain appropriate contact with the HCSL officer-in-charge of the work as may be necessary to acquaint himself with any changed conditions of other matters relating to the HSE performance.

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Turnkey work for Engineering, Supply, Installation and commissioning of 01 no. Boat Trailer of 600T Capacity for the Ship Repair Facility at Pandu, Guwahati, Assam.

VOLUME- III

TECHNICAL SPECIFICATION

Assam.

Contents of RFP /Tender Documents

Volume I	Instructions to Tenderers Invitation to Tender Instructions to Tenderers (ITT) with Appendices to ITT
Volume II	Conditions of Contract General Conditions of Contract (GCC) Particular Conditions of Contract (PCC) Standard Forms
Volume III	**Technical specification**
Volume IV	Financial Part Preamble to Schedule of Prices Schedule of Prices Estimated Payment Schedule Lump Sum Cost Breakdown for Major Items
Volume V	Drawings

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PART A. PARTICULAR SITE CONDITIONS AND REQUIREMENTS

1 Site Location and Layout

1.1 The **01 no. Boat Trailer of 600 T capacity** are to be erected, installed and operated within the Ship Repair Facility at Pandu, Guwahati, Assam in India. Contractors wishing to tender for the supply of the Boat Trailer shall visit the shipyard to fully familiarise themselves with the intended location, the prevailing site conditions and any possible constraints in advance of submitting their offer.

2 Environmental and Climatic Considerations

2.1 All elements and components of supply shall be suited to perform reliably and to specification within
the environmental and climatic conditions that prevail in the at Pandu, Guwahati, Assam in India.

Climate: Marine /Tropical

The temperature in case of design purpose shall be considered as 45° C and 98% in case of humidity.

3 Access to the Site

3.1 The Boat Trailer Supplier shall at all times make use only of the site entrance as instructed by the HCSL for access to the site. Vehicles and persons will be restricted to the Contractor's working area only. Except for making deliveries, Boat Trailer Supplier's vehicles shall be parked outside the yard.

3.2 The Boat Trailer Supplier shall duly make arrangements to obtain all necessary passes from HCSL for vehicles and persons entering the shipyard site for the purposes of carrying out the Works.

3.3 The extent of the site will vary as the work progresses to suit the construction of the Works.

4 Instructions for Contractors Working In Hooghly Cochin Shipyard Ltd (HCSL).

All Contractors and his employees working within HCSL shall comply with the following rules and instructions:

4.1 While employing workers in the project site of HCSL, the Contractor and subcontractor engaged by him shall take note that it is a critical installation and

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required gates passes for the employees of the contractor shall duly be arranged by the contractor.

4.2 The Contractor shall be responsible to produce a Police Verification Report regarding checking of antecedents and verification of character of his employees. The employees shall attend the training class related to safety aspects at HCSL.

4.3 The Contractor shall ensure that all employees associated with this work remain at the place of work assigned to them and do not loiter around any other ship or working area. If any such infringement is observed, the employee is liable to be barred from further entry to HCSL.

4.4 In case the Contractor finds any difficulty in compliance of Security instructions, he may call on the CEO/COO or any other authority as indicated HCSL for the necessary guidance.

4.5 The contractor shall obtain written permission from HCSL before taking drawings outside HCSL premises.

4.6 All documentation under Contract Labour & Regulations Act should be properly maintained at site and put up for scrutiny/ checking by P & A department / visiting Labour Enforcement Officers when called for. Details of documents to be maintained and statutory deductions, if any, shall be discussed with P&A Department of HCSL.

4.7 The Contractor shall comply with any other point which may be conveyed from time to time on the legislations/ directions received from the appropriate government authorities on the subject.

4.8 All items relating to this order shall be entered at site gate vide a material declaration pass and other documents and shall be delivered at site or as per the instruction from HCSL.

4.9 Granding permission to project site of HCSL is fully under the descretion of HCSL. All required documents shall duly be submitted to HCSL for granding permission. However HCSL holds the right to suspend or revoke the pass to any employee or worker of contractor by issuing a letter disclosing the reason to do so.

5 Boat Trailer Supplier's Plant, Equipment, Labour, Personnel, Fuel and Consumables

5.1 The Boat Trailer Supplier shall provide and mobilize all necessary plant, equipment and labour for the completion of the works. He shall provide all necessary maintenance facilities for the plant and equipment which shall not be demobilized and removed from site before the completion of the Works without the written permission of the Engineer / HCSL.

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5.2 All counter weights filling works (if required) are under the scope of the Boat Trailer Supplier.

5.3 The Boat Trailer Supplier shall ensure that all work is undertaken by trained and competent personnel under the supervision of responsible persons, experienced in the particular aspect of the works being undertaken. Site engineers and supervisors shall be deputed as per regulations.

5.4 The Boat Trailer Supplier shall arrange for required supervisory staff on Site as and when required.

5.5 Material handling equipments, Gas, Water, electricity and Compressed air (if required) shall be arranged by the Boat Trailer supplier and necessary approvals shall be obtained from local statutory authorities and HCSL as applicable. Space for providing site office, assembly, erection shall be provided by HCSL, free of cost.

6. Safety, Health and Welfare; Protection, Life-Saving Etc.

6.1 The Contractor shall fully comply with all relevant Indian health and safety legislation in force at the date of tender submission.

6.2 The Contractor shall fully comply with the regulations of the Statutory Authorities including Factories & Boilers Department, Central Electricity Authority, etc. in respect of safety, health and welfare requirements.

6.3 The Contractor shall fully comply with the General HSE guidelines promulgated by HCSL .

6.4 All precautions and permits not limited to the following shall be complied with in connection with the erection, testing and commissioning of the Boat Trailer.

i. Hot work permit
ii. Permit for work at height
iii. Permit for Scaffolding
iv. Electrical shut down permit

6.5 The Contractor shall adhere to the requirements of General Safety Rules promulgated by HCSL.

6.6 The Contractor shall adhere to safe construction practices and guard against hazardous and unsafe working conditions.

6.7 The Contractor shall give prompt and due consideration to any matters to which the Engineer may find it necessary to call attention, for the purpose of ensuring compliance with the foregoing requirements.

6.8 The Contractor shall provide handrails, scaffolding, and take such other safety precautions as are consistent with normal good safety practice. Warning signs shall be displayed at relevant locations in English and Hindi.

6.9 Site workers shall be fully conversant with the use of safety equipment.

6.10 The Contractor shall provide all necessary personal protective equipment (PPE) to his workforce and that of his subcontractors. This shall include, but shall not be limited to; safety boots, hard hats, gloves, lifejackets, eye protection, ear defenders, high visibility vests, harnesses etc.

6.11 All safety rules to be observed while working on live electrical system or installation as stipulated in the Factories & Boilers Act, Indian Electricity Rules, Central Electricity Authority Rules & Regulations and as per HCSL standards. Any approvals required from HCSL and statutory authorities shall be obtained in this regard. Work permits/ electrical power shutdown permits shall be obtained from HCSL wherever required.

6.12 The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his personnel.

6.13 All personnel employed by the Contractor and any of his sub-contractors' shall carry an identity card which shall be clearly visible at all times on the Site.

6.14 The Contractor shall maintain at his own cost to the satisfaction of the Engineer/HCSL, first-aid facilities on site sufficient to deal with minor injuries, cuts and abrasions. Such facilities shall be available for use during the entire working hours. Where injuries are more serious the contractor shall liaise with the Local Authorities to provide hospital or other medical attention. The safety of the employees engaged by the contractor within HCSL project area rests with the contractor including their insurance coverage and associated claims like accidents, etc and HCSL shall not be responsible in any manner for such claims.

6.15 In the event of any casualty or accident occurring on the site during the execution of the Works the Contractor shall comply with all existing legal obligations requiring him to give notice of the casualty or accident to any person or persons and shall notify as soon as possible to the Employer's safety departments of any such occurrence.

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6.16 Contractors shall ensure release of payments to all personnel deployed by them for the project as per government rules and HCSL Guidelines.

6.17 Boat Trailer supplier shall submit the detailed erection procedure before commencing the erection activities at site. The procedure shall include details regarding the sequence of erection, capacity of cranes used for erection activities, etc

7. Fire-Fighting Equipment and Storage of Dangerous Materials

7.1 Suitable fire-fighting equipment shall be provided and maintained on the site to the satisfaction of HCSL as per standard rules to deal with any outbreaks of fire on the site of the Works.

7.2 All possible precautions shall be taken to provide for the safe storage of petroleum, gas bottles, or other dangerous materials, if any. Permits shall be obtained for the storage of such materials wherever this is required by the regulations of the relevant authorities and for providing the level of security required for storage and for arranging for the safe delivery to site of such materials and the Boat Trailer Supplier will be deemed to have included for all costs arising from such regulations within his contract prices and for providing the level of security required for storage and for arranging for the safe delivery to site of such materials.

7.3 The Boat Trailer Supplier shall observe and abide by all fire and safety regulations of HCSL before starting and during execution of work. The Boat Trailer Supplier shall consult with Employer's Safety Engineers or Engineer and must make good to the satisfaction of the Employer any loss or damage to any portion of the work done or to be done under this Contract or to any of the Employer's existing property.

8. Advance Notification of All Operations

8.1 In addition to his general obligations under the Contract, full and complete notice shall be given by the Boat Trailer Supplier of all operations to be carried out on the site. Such notice shall be provided in sufficient time for HCSL/ TPIA/Engineer to make all necessary arrangements for inspection and checking. Such inspection and checking shall not relieve in any way the obligations of the Boat Trailer Supplier under the Contract.

8.2 Work on holidays/ Sundays/off-working hours planned by Boat Trailer Supplier is to be intimated to HCSL / Engineer at least one day in advance.

9. Regulations of Statutory Authorities and Customs

9.1 Without limiting his obligations under the general conditions of the contract, the Boat Trailer Supplier shall be responsible for meeting obligations of all statutory authorities, including but not limited to, local representatives, the Indian Electricity rules and Act, Central Electricity Authority rules and regulations, Fire Insurance Regulations, Assam State Electricity Board, IWAI etc.

9.2 Should any of the statutory authorities request an inspection of the installation, equipment or the final works, the Boat Trailer Supplier shall co-ordinate with HCSL/ TPIA/Engineer in carrying out such inspection. Any modification suggested by the authorities shall be carried out by the Boat Trailer Supplier, on the advice of HCSL / TPIA / Engineer at no additional cost.

9.3 The Boat Trailer Supplier shall comply with all regulations imposed by the Customs authorities in respect of the passage of all imported Contractor's Equipment, Plant, Materials and vehicles and personnel through Customs barriers (Land and Water).

9.4 Boat Trailer Supplier shall understand and comply the following Indian Acts/ Rules scrupulously and HCSL hereby firmly and solemnly informs and declare that any noncompliance or issue comes in this connection or as a dispute on these Acts / Rules is fully under the risk and cost of Boat Trailer Supplier during the entire period of this project either at Boat Trailer Supplier's works or at HCSL site or during transportation and HCSL is no way responsible or at risk. Relevant Act /Rules are:

a) Contract Labour (Regulation and Abolition Act)
b) Employees Compensation Act.
c) ESI Act
d) EPF Act
e) Minmum Wages Act
f) Payment of Gratuity act.
g) Any other acts/rules/norms stipulated by Govt. Authority during the period of contract

10. Boat Trailer Supplier's Working Area

10.1 The Boat Trailer supplier shall undertake fabrication of the structures at supplier's works or elsewhere (in view of constraints of space for the same within HCSL project site) complying to all terms and conditions stipulated herein with this RFQ including all annexures, transporting and delivering the same at HCSL, assembling, erection and commissioning at site.

10.2 Fabrication of units is not allowed at HCSL site and only assembling is allowed. In this regard, Boat Trailer Supplier has to study the HCSL layout and

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methodology for transportation and installation shall be developed by the Boat Trailer supplier. Drawing showing the road access is attached.

10.3 The Boat Trailer Supplier is responsible in ensuring that any equipment used on site for the final assembly work, such as mobile cranes, is compatible with the underlying civil structure.

10.4 Before work is allowed to commence on site the Boat Trailer Supplier is required to demonstrate adequate provision has been made to prevent permanent damage to the site. The Boat Trailer Supplier is required to make good any damage caused during the assembly, commissioning and testing phases of the equipment on site.

10.5 Boat Trailer Supplier shall ensure the erection methods and procedures are in line with the available resources. Bidder to furnish the erection methodology with necessary drawings. Area required and duration shall be mentioned. Necessary area shall be allotted by HCSL as per the availability.

10.6 The Boat Trailer Supplier is responsible for all costs involved in movement of the Boat Trailer across site. All temporary works in connection with installation of crane shall be under the scope of crane supplier.

10.7 Hot work shall only be carried out on site with the permission of the Engineer/HCSL.

11. Works Not To Interfere With Employer's Normal Business

11.1 The Boat Trailer Supplier shall not interfere in any respect with the normal business of HCSL and shall co-operate with HCSL if and when special measures become necessary as a direct consequence on the progress of the Works.

11.2 The Boat Trailer Supplier shall co-operate, by temporarily removing any of his equipment, obstructions, etc. which may cause hindrance to other activities of HCSL/other contractors as per direction of the Engineer/ HCSL.

12. Site Clearance, Make Good Etc. On Completion

12.1 The Boat Trailer Supplier shall on completion of the works at his own expense restore, reinstate or make good the surfaces of all ground disturbed by his operations; remove any rubbish, surplus materials etc, and leave the site clean and tidy to the satisfaction of the Engineer/ HCSL.

12.2 The Boat Trailer Supplier shall have the right to take back all excess steel/steel scrap after completion of the job on certification by HCSL. Any tax/duties applicable in this regard has to be borne by the Boat Trailer suplier.

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12.3 Work area and specific site shall be cleared daily or regularly so as to avoid any sort of dangerous conditions. A proper waste disposal scheme shall be ensured in concurrence with Engineer/HCSL.

12.4 A hindrance register shall be meticulously maintained by contractor duly signed by engineer/HCSL as a reason of hindrance to site clearance.

13. Relationships with Other Contractors

13.1 The Boat Trailer Supplier shall afford all reasonable co-operation to other Contractors carrying out other works for HCSL in the project site. This will include allowing other Contractors all reasonable access required to perform their work and conferring with them regarding connections and interfaces (if any).

13.2 Work being undertaken by other contractors identified above includes but not limited to:

(a) Construction of RCC Jetty and associated civil works
(b) Electrification works
(c) Other related civil , mechanical , electrical, Plumbing etc works for SR facility at Pandu project

14. Progress Meetings

14.1 During site work, the Boat Trailer Supplier shall appraise the work duly to Engineer/HCSL and have to attend progress meetings on site, weekly unless otherwise approved by the Engineer/HCSL, to report on progress and to discuss any issues with the Engineer/HCSL . Meetings will be held at a location to be nominated by the Engineer/HCSL. The Contractor shall arrange for the attendance of any of his staff members as required by the Engineer/HCSL. A designated officer who is in charge of the project and authorized to take decision shall attend the meeting. Suggestion of improvements/instructions of the Engineer/HCSL within the scope of project shall be implemented by the Boat Trailer supplier duly.

14.2 The Boat Trailer Supplier may be required by the Engineer/HCSL to attend other meetings, as necessary.

PART B: TECHNICAL REQUIREMENTS

Technical requirements for the Boat Trailer required by the Employer are broadly given below. The Contractor is requested to submit detail specifications of the Boat Trailer offered in line with technical requirements, which should include the type, make, capacity, rating, material specifications etc. of major components. The Boat Trailer and its accessories shall be inspected either by HCSL/ authorized representative/ Third Party

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Inspection Agency (TPIA) during various stages/steps to confirm whether structural strength capacities, load test, dimensions, accuracy, operating requirement, working of safety devices such as switches and functioning of control system assigned with positive logics, brakes etc. meet with the approved specifications, drawings and Boat Trailer design code as applicable. HCSL reserve the right to inspect and or to depute any external inspection agency to inspect at supplier's works and also at his sub-contractors works. Necessary facilities shall be provided by the supplier for the above. Moreover the supplier shall extend all sort of support to explain and demonstrate the functions in a reasonable level. Travelling, boarding and lodging costs of HCSL officials or HCSL inspection agency would be borne by HCSL. It is the responsibility of the contractor to inform one month in advance before shipment in order to carry the witnessing and factory acceptance test by the employer. All required facilities, test equipments/units shall be arranged by Boat Trailer supplier at their cost. The design, manufacture, supply, erection, testing and commissioning shall be covered under inspection by a TPIA, viz. IRS/LRS/BV/ABS/TUV/DNV. **Cost for TPIA for the third party inspection shall be borne by Boat Trailer supplier. The supplier has to comply with various requirements of TPIA meeting QAP, inspection, testing of Boat Trailer subassemblies as per International Standards.**

15. Scope of Supply `

The scope of supply shall include:

15.1 The design & manufacture (as per this technical specification, codes & standards mentioned and as applicable), transportation of units, delivery & off load at HCSL pandu Site, transportation of components from storage area to erection site, on-site assembly, erection, testing, setting to work, commissioning, statutory approvals, insurance coverage from material dispatch till commissioning of the Boat Trailer and all necessary peripherals inclusive of all necessary temporary works required. Work considered is fully turnkey in nature.

15.2 The supply of an initial stock of operating spare parts as listed in this specification shall be provided within the price quoted.

15.3 Recommendations for spare parts necessary to maintain the Boat Trailer in service for 5 years of operation shall be enclosed while submitting the bid.

15.4 Comprehensive operating, maintenance and spare parts manuals for the Boat Trailer

Shall be supplied.

15.5 All necessary operating and maintenance training at site for Employer's nominated personnel shall be provided.

15.6 Guarantee against damage or failure due to defects in design, material and/or workmanship for twenty four (24) months from the date of final acceptance of Boat Trailer at HCSL Pandu site.

15.7 The Boat Trailer shall be handed over to HCSL after erection, satisfactory trials, testing and commissioning at HCSL site. The entire responsibility regarding handling of material, manpower, compliances of statutory and safety regulations, rules or act for the above actions rest with the supplier of the Boat Trailer. Supplier of Boat Trailer may take notice that HCSL is no way responsible for any actions, failures, non-compliances of statutory and safety rules/ regulations/ act as applicable in India and especially inside HCSL during the transportation of materials inside yard or during erection process of Boat Trailer or during trails/ tests/ statutory tests or evaluations or any regulations or rules as stipulated by Government of India time to time during the period of contract and supplier of the crane solely be responsible for all such actions and has to be dealt with at their risk and cost.

15.8 The Contractor shall be responsible for obtaining third party Certification of the fully

commissioned Boat Trailer System.

Scope of Works covered under Third party Certification shall be, but not limited to:

- Design approval (approval of drawings & calculation)
- Survey of the manufacturing and testing of all systems at Contractor's premises or at Sub- Contractor's premises.
- Survey of the manufacturing of Boat Trailer structure and other steel structures at Site and at Contractor's premises or at Sub-Contractor's premises.
- Attendance and certification of the final testing & commissioning at SRF, Pandu, Assam.
- For all primary materials a 3.1 B certificate must be provided.
- Any other points, if missing, to complete the Boat Trailer Equipment

16. Boat Trailer Location

16.1 The Boat Trailer are be delivered to, installed and operated within the SR facility at Pandu.

17. Schedule

17.1 The whole scope of works by the Boat Trailer supplier has to be completed within **4 months.**

18. Drawing Approval Procedure

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18.1 One (1) electronic copy (in a PC compatible AutoCAD/MS Windows format/pdf), of all design drawings, specifications, calculations, technical literature, erection, testing, commissioning and setting to work programmes are to be supplied to HCSL/TPIA/Engineer for approval purposes. AutoCAD format shall be submitted if requested by TPIA/HCSL. All Drawings and Calculations required by TPIA for review and approval shall be supplied by crane supplier. HCSL/TPIA/Engineer will respond within four (4) weeks of receipt of such information advising of each item approved or those being returned for amendment. Supplier to furnish the revised drawing/documents incorporating comments from HCSL/ TPIA/Engineer for approval within two weeks from the date of issue of HCSL/ TPIA/Engineer Comments. However, comments/approval of the drawings by the HCSL/TPIA/Engineer will not relieve the Boat Trailer Supplier of his responsibility for the correctness, adequacy of design and completeness of his work as per the Contract. The approval procedure for amended items will be the same as for the original submission. Final approved drawings shall be submitted in paper.

18.2 The Boat Trailer Supplier shall submit, on request from HCSL/TPIA/Engineer, additional calculations required to substantiate aspects of the design. With respect to items of proprietary supply, the manufacturers own selection chart or certificate of approval may be submitted as appropriate.

18.3 The Contractor shall maintain a complete record of all and any changes made to the crane design or construction and supply to the Employer at delivery five sets of "as built" prints together with five sets drawings, each on a CD-R disc in a PC compatible AutoCAD/MS Windows format.

19. Minimum Drawing Requirements

19.1 The drawings and documentation supplied shall, as a minimum, include the following:

(a) General arrangement drawings showing all principal dimensions and clearances.

(b) Machinery assembly drawings with itemized parts lists and component ratings as appropriate.

(c) Structural arrangement drawings with materials and quantities.

(d) Layout drawings

19.4 Documents to be submitted within 01 months from the date of PO

(a) Quality Assurance Plan (QAP). Necessary comments as directed by CSL, TPIA, Engineer to be included in the final document.

(b) Detailed delivery schedule indicating all the important activities.

(c) Makes of items covered under contract.

(d) Installation and commissioning details (preliminary info) with schedule of site assembly & erection.

(e) Arrangement and detailed drawing containing, among others, the following information :

i. General arrangement drawings showing all principal dimensions and clearances.

ii. Design calculation sheets showing the structural strength calculations and maximum wheel loads.

iii. Structural arrangement drawings with materials and quantities.

19.5 DOCUMENTS WITH EACH CONSIGNMENT:

(a) Test certificate (in triplicate with original).

(b) Test and Inspection reports with approval of TPIA as applicable as per approved QAP (c) Packing list (with reference to each item of Bill of Material).

(d) Instruction and maintenance manuals along with spare parts' catalogues and literature and one soft copy.
(Boat Trailer Supplier shall submit all manuals one month prior to the testing of cranes.)

(e) Necessary instructions and drawings for site assembly, erection, testing and commissioning of the Boat Trailer.

(f) Manufacturer's test certificate for structural steel (used for the construction of load bearing members) certified by Classification society (IACS member) at the cost and responsibility of Boat Trailer Supplier.

(g) All other certificates required as per tender.

19.6 The Boat Trailer Supplier shall be entirely responsible for any errors, calculation mistakes, and/or omissions from the drawings etc. and the sufficiency and efficiency of the crane in all respects, notwithstanding any approval, which the HCSL /TPIA/Engineer may have given to the drawings prepared by the supplier. If such situation occurs, the crane supplier shall ensure the remedial actions at their cost and HCSL would not be responsible for the same. In spite of all the above, the entire responsibility for satisfactory functioning rests with the supplier.

20. Health and Safety

20.1

20.4 The maximum permitted noise levels that may be generated by Boat Trailer operation shall

be as per the design code followed.

20.5 The Boat Trailer structure shall be prominently marked with their respective safe working

load.

20.6 The Contractor must fully comply with all relevant Indian health and safety legislation in force at the date of tender submission.

20.8 All required warning signs shall be displayed in English.

22. Operator Training

22.1 Full training at the site in the safe operation and maintenance of the Boat Trailer Supplier and all equipment shall be provided to the HCSL nominated personnel by a suitably qualified person, or persons, employed by the Boat Trailer Supplier and approved by HCSL. If interpreters are required to assist the exchange of information and instructions from the trainer to the operators, these are to be provided by the Contractor at his own cost.

22.2 The necessary training programme shall be developed jointly with HCSL to ensure that the specific operational and maintenance requirements of the yard and workforce are adequately addressed.

22.3 Training at site will commence during the site assembly stage for the maintenance personnel and continue through testing and commissioning and into the setting to work phase for the crane operators.

22.4 Maintenance and Operational training training, for up to 15 (fifteen) maintenance staffs not less than one week shall include, inter alia:

a) Routine examination and maintenance.
b) Safety procedures.
c) Application of the daily check list
d) Fault diagnosis.
e) Removal, dismantling and replacement of parts and components.
f) Basic electrical checks, safety routines and component replacement.

g) Approach to hydraulic systems overhaul.

h) Procedures /instructions for corrections or modifications in PLC .

i) Swapping of components on emergency.

j) Bypassing of PLC elements safely.

k) Training on Boat Trailer management system if any.

l) Uploading and downloading procedures in relevant concepts.

m) Training for reading electrical and hydraulic system drawings.

n) Maintenance planning records and procedures.

o) Instruction and familiarisation regarding the overall operation and maintenance of the Boat Trailer Supplier including Health and safety provisions incorporated

p) Uploading and downloading of programs to PLC

23. Operational and Maintenance Manuals

23.1 Separate illustrated manuals shall be provided by the supplier covering the operation, maintenance and parts identification for the Boat Trailer and associated equipment and components. Proprietary equipment supplier's manuals may be provided where they comply with the requirements of this specification. Where possible the manuals shall be presented in A4 format and be protected from damage by employing durable covers and plastic encapsulated pages.

23.2 The operator's manuals contain advice and instructions on all aspects of the safe operation and use of the Boat Trailer including actions to be taken in the event of emergency or breakdown. A start up and hand over check list for the operators shall also be included.

23.4 The maintenance manual set shall include illustrated instructions on what tasks need to be undertaken on a regular basis and how to perform all routine and scheduled maintenance. Additionally a separate document, or set of documents, with exploded isometrics where possible identifying all components and their associated spare part numbers for all items and components of the Boat Trailer, both of the Boat Trailer supplier's manufacture and of all sub-contractors and suppliers manufacture, shall be provided.

23.5 Copies of all manuals and illustrations etc. shall also be provided on CD-R discs and USB sticks compatible with a PC system running Microsoft Windows. In total five sets of paper based and two sets of CD-R disc based copies of all manuals shall be provided. . All as built drawings (electrical, mechanical, control system) shall be handed over to HCSL upon successful commissioning of the crane.

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23.6 The covers of each paper copy of the operating manuals and the boxes for the CD-R discs and USB sticks of the operating manual shall carry the following clear title:

23.7 The comparable sets of manuals, CD-R discs and USB sticks for the maintenance instructions shall be marked using the same format.

23.8 All such manuals shall be in English.

25. Boat Trailer Wheel Loads

25.1 The scope of the work inter-alia consists of the preparation of the design (engineering) of the Boat trailer. The design parameters and inputs about the civil engineering works already executed at site shall be provided by the Employer at the request of the bidder on need basis. The Consultant NTCPWC is responsible for the design of the civil works and other works that were executed/ are being executed as part of the SRF project. The wheel load of the boat trailer shall be limited to the design loads considered for the civil engineering works. **The maximum wheel loads under any loading condition (operational,) shall not exceed 50 KN/m2**. The boat trailer Contractor is also advised to interact with the Consultant as required to collect information about the civil design loads and civil works executed and the contractor should take that information into considering while designing the boat trailer system.

26. Materials and Workmanship

26.1 All major items of equipment and major materials used in the manufacture of the Boat Trailer shall have been specified and procured specifically for this contract. No pre used or substandard materials or equipment shall be employed.

26.2 The country of origin and manufacture for all major materials, equipment and systems shall be identified by the Boat Trailer Supplier for approval by the HCSL / TPIA/Engineer.

26.3 The Contractor shall provide complete details of the Quality Assurance system followed by them during manufacturing / fabrication and the relevant certifications. The QA systems and certifications must cover all aspects of in house design and manufacture as well as covering the monitoring of quality from external suppliers of sub-assemblies and components. The QA plan shall be approved by the Employer/TPIA/Engineer.

27. Boat Trailer Details:

Please see tentative specification and Employer requirements attached separately as

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Enclosure -A

PART C: TESTING

28. Tests at Works

28.1 Boat Trailer components/sub-assembly shall be tested and inspected at various stages during fabrication/manufacturing (prior to erection) by a Third Party Inspection Agency (TPIA) appointed by Boat Trailer supplier. Inspection and witnessing of all test during erection and final test also shall be done by TPIA appointed by the Boat Trailer supplier.

28.2 The employer will deploy representative for all major sub-assemblies ready to shipment. It is the responsibility of the Boat Trailer supplier to inform in advance before shipment in-order to carry the witnessing and factory acceptance test by the employer. The factory acceptance test is mainly carried out to ensure the compliance of the sub-assemblies and witness their readiness to ship to the site. This is not a replacement for any other testing requirements.

28.3 The following minimum tests/inspections shall be undertaken at the Boat Trailer Supplier's works or have been undertaken by main materials and equipment suppliers to the Boat Trailer supplier. Suitable certification shall be provided in all cases.

a) Examination of material, its identification and issue of test certificates for compliance with the employer's requirement,

b) Checking the dimensions of the component/sub-assemblies/assemblies as per the manufacturers drawings and testing thereof

c) Physical properties tests in accordance with standards for:

   i. Main structural and high tensile steel plates and sections.

d) Visual Inspection.

e) Weld Tests and Inspections:

   i. During fabrication.

   ii. All records with respect to welding inspections, tests, defects and the rectification thereof shall be handed over to employer on commissioning of the crane.

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f) Functional tests to demonstrate the correct operation of all control and alarm equipment shall be conducted.

g) Ensuring that the relevant weld procedures and welder qualifications are in accordance with the stipulated code requirements.

h) Any other inspection that is required to be carried out as per the relevant standards, codes and as required by TPIA.

28.4 Following successful testing all components requiring dismantling for transport and shipment shall have all their mating faces etc. marked to assist reassembly and where necessary, realignments ensured by use of doweled locations.

28.5 The Employer and/or his representative may wish to witness certain of the works/equipment tests. The Boat Trailer supplier shall provide a schedule of all the proposed inspection stages during the manufacture of the crane. The Boat Trailer supplier shall provide ample advance notification of all impending tests to the Employer.

29. Commissioning

29.1 The commissioning tests shall be conducted by the Boat Trailer supplier's personnel and demonstrate the overall suitability of the Boat Trailer and amply demonstrating operational reliability.

29.2 Any breakages or component or equipment failures that arise during commissioning shall be rectified or replaced at the Boat Trailer Supplier's cost and without penalty to the overall crane guarantee. All tests associated with the breakage or failure shall be repeated.

30. Performance Tests

30.1 75.1 The Boat Trailer supplier shall perform fitness tests of the crane to include functional, load tests, endurance and trial operations type work.

30.2 75.2 Upon receipt of the intimation the HCSL representatives and TPIA will be available to witness the test. The contractor with his own engineers and operators will perform the performance tests under the supervision of the employer. The performance tests to include, inter alia:

(a) Rated load tests.

(b) Over load test in accordance with design standard requirements.

(c) Noise level checks.

(d) Visual inspection

(e) No load test of the Boat Trailer for each motion in each direction.

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(f) Full load test with 100% SWL of the Boat Trailer for each motion in each direction.

(g) Dynamic testing at 100% load.

(h) Over load test 125% static.

(i) All safety devices operation test.

(j) Operation of all emergency stops, interlocks and safety equipment.

(k) Speed measurement at no load and full load.

(l)

30.3 The Boat Trailer Supplier shall provide details of all proposed procedures and methods for each discrete test for discussion with and approval by the Employer, TPIA and other statutory agencies. Testing will be undertaken in accordance with the agreed finalized procedures and methods and to the satisfaction of the Employer that the results are in accord with the Contract Specification.

31. **Approvals:**

All defects pointed out by HCSL and TPIA shall be rectified.

The following statutory approvals are covered in the scope of Boat Trailer supplier

(i) Approval from the TPIA appointed by Boat Trailer supplier.

The rectification of any defects and modifications pointed out by any of the above agencies shall be carried out without any additional cost to HCSL and approval shall be obtained. Comments/approval of the drawings by the HCSL/TPIA/Engineer will not relieve the supplier of his responsibility with respect to the rectification works suggested by statutory authorities.

32. **Durability**

32.1 The Boat Trailer will be subjected to a durability test after successfully completing all performance tests.

33. Setting To Work

33.1 Once the Boat Trailer has successfully completed all formal testing it will be handed over to the Employer.

33.2 It must be recognized that the Employer's workforce and Boat Trailer operators have no prior experience of Boat Trailer with the size, complexity and operational capability.

33.3 The Contractor is therefore required to provide a two months period of extended on-site support and on the job training for the operators, over and above that defined in Clause **22**, during which time the Boat Trailer is set to work and the driver's acquire adequate levels of competence.

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34. Certification

The Contractor shall supply to the Employer test certificates in accordance with the relevant statutory requirements following completion of all necessary tests.

PART H: MAINTENANCE

35. General

35.1 The Contractor should have a service network available in India to attend the crane breakdowns and repairs during and after the defect liability period. Details are to be included in the tender document. The service Engineer shall be present at site within 48 hours after a notification of a defect.

35.2 To simplify the spares holding and procurement aspects, materials, equipment and components shall be standardized as far as is reasonable within the design of the Boat Trailer. All spare parts are is to be fully interchangeable with the original parts and be manufactured to the same quality and standards.

35.3 All spare parts and any associated special tools shall be suitably boxed and/or preserved to prevent deterioration whilst in storage. All such packaged items shall be clearly labeled in English for ease of identification.

36. **Specialist Tooling**

36.1 Special tools for testing purpose required for installation shall be arranged by the supplier. All the special tools required for maintenance activities of Boat Trailer shall be handed over to HCSL and will be HCSL's property. Other tools can be taken back by supplier on completion of the installation. Special tools to be taken back shall be declared prior to material entry to HCSL site

36.2 Loads for the load testing shall be arranged by the Boat Trailer supplier..

37. **SPARES:**

Note:

1. Spares shall be supplied along with each crane and the cost of the same shall be included in the price.
2. In addition to this, Bidder to submit a separate list of recommended spares for 5 years operation along with Price which should hold for next 5 years.
3. Spare availability for next 10 years to be ensured by Supplier

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38. **GUARANTEE**

The Boat Trailer Supplier shall guarantee the Boat Trailer and/or accessories against damage or failure due to defects in design, material and/or workmanship for twenty four (24) months from the date of final acceptance of Boat Trailer at HCSL site. Should such damage or failure occur within that period, the Boat Trailer supplier shall replace or repair the defective parts at his cost. All such rectification actions shall be taken up by the Boat Trailer supplier immediately on receipt of official intimation from HCSL side either directly, telephonically or by email / FAX. Supplier shall take note that Boat Trailer are critical for HCSL in ship repair activities. Deployment of service engineers shall be done within 48 Hrs of intimation from HCSL and further course of rectification or remedial actions shall duly be intimated to HCSL by the Boat Trailer supplier immediately. Default in providing after sales support during guarantee period shall be considered as non performance of contract .HCSL reserve the right to get the work done through alternate sources at the risk and cost of Boat Trailer supplier.

39. GENERAL SAFETY RULES OF HCSL

1) No person above 60 years shall be permitted entry into the yard for any work except otherwise specially permitted by the occupier of HCSL.
2) Smoking is strictly prohibited.
3) Unauthorized use of cameras and mobile phones in HCSL is forbidden.
4) Parking of vehicle is only in approved parking locations. Priority is for Material Movement and private vehicles shall make way for material movement.
5) The use or possession or influence of non-prescription drugs, alcohol and the abuse of substances is strictly prohibited in HCSL.
6) Speed Limit of vehicle in the yard is 20 km/hr.
7) Ensure walking on the roads to be near to the line marked on the road.
8) Fishing is not permitted in the yard.
9) Everyone should observe and obey regulatory signs.
10) Use of mobile phones is strictly prohibited while at work and driving including while cycling.
11) Usage of Safety Helmet with chin strap, safety shoe and cotton working dress are compulsory at HCSL work site. Suitable PPEs (Personal Protective Equipments) are to be used.
12) Risk assessment of non-routine works to be done and control measures identified before commencement of work. This shall be approved by HCSL officer In-charge and confirm by HCSL Safety & Fire Dept. These control measures are to be communicated to the workers.
13) Workers and supervisors engaged in the works shall be competent.
14) Briefing of HSE points related to the day activities is to be carried out by the supervisor in-charge.
15) People to be engaged in activities preferable in group only. In case a person has to work alone, the same shall be known to at least two persons who are working nearby.

16) Using Paint tin, CO2 welding cable bobbin and oil drums as working platform is strictly prohibited.
17) Don't store thinners in beverage bottles.
18) Adequate precautions should be taken during welding or gas cutting against situations such as electric shocks, burns, fumes, explosion and arc eyes.
19) When welding or gas cutting in elevated positions, precautions should be taken to prevent sparks of hot metal slag falling out to the people or to the flammable material below / nearby and suitable barricade to be done at the ground.
20) Never use Oxygen for ventilation purpose.
21) It is to be ensured that fuel gas (Oxygen, Acetylene, LPG), CO2, Compressed air, Mixed gas, Nitrogen, argon etc.
manifold coke valves must be closed before leaving the work space. It is ensured that main valve to manifold must be closed during break time.
22) Fuel gas (Oxygen, Acetylene) lines to be taken out from the confined space when you are leaving for break.
23) Ensure that no hot work should be carried out in the presence of hydrocarbon fumes.
24) Arc welding equipments should be properly earthed.
25) Ensure that ELCB is fitted on all Welding Machines or the same to be tapped from switchboards with ELCB protection.
26) Ensure cables used for all electrical equipments/tools with sufficient current carrying capacity.
27) Electrical hand tools used in HCSL is of double insulated type.
28) Voltage Reducing Devices (VRD) (Safety relay) must be fitted on AC welding Machines.
29) Never Bypass Safety Relay on AC welding machines.
30) Electrical extension switch boards are in metallic construction with ELCB & MCB. Only industrial type plug and socket to be used.
31) Only authorized persons are allowed to operate any machine/equipment/ Switch boards. Unauthorized operation of any
switch gear is strictly prohibited.
32) Never tamper with machine guards.
33) Ensured that all portable equipments, welding transformers/rectifiers must be switched off after use.
34) Good quality welding cables, cutting hoses and hand tools must be used in the yard.
35) For getting temporary electrical connections (welding sets, power plug boards), a Load Centre (LC) number shall be obtained through licensed electrical contractor and submitted to HCSL Resident Electrical Engineer (REE).
36) Works to be performed only on certified scaffolding (Hand rails, planks without gap, access to working platform). All working platform having 2.0 m and above shall be certified by HCSL safety personal.
37) Always wear full body harness while working at height (eg. While working on scaffolding). The anchor points of harness should be strong enough.
38) While it is liable to fall into water bodies, floating vest are to be worn.

39) Height of handrail should be of 90 cm with intermediate railing of 45 cm, wherever protective hand rails are provided for fall protection.
40) Excavated materials should be put away from the edge of the excavated trench to avoid slopping of the excavated materials into the trench.
41) Open manholes and places where it is liable to fall, those areas must be protected by strong barricade with intermediate railings. Manhole covers should be replaced promptly when work is suspended.
42) All lifting tools and & tackles, pressure vessels including blasting hoppers to be tested every year by competent person and obtained valid test certificate. Ensured that items that are defect free and in good condition are used.
43) Any situation affecting the safety of an employee or his fellow employees shall be immediately brought to the notice of site supervisor or reported to HCSL Safety Officer.
44) Only authorized employees should be allowed to operate the mobile cranes and other hoisting equipment & Rigging/Signalling.
45) Standing under suspended loads is dangerous and is avoided.
46) Compressed air should not be used to clean the clothing. When not using the compressed air, the valve must be shut off.
47) Any kind of Gas cylinders (empty/full) should be secured in upright position and away from direct sunlight.
48) Air hoses, welding cables, fuel hoses, electric cables should not be allowed to lie across walkways etc. and they should be suspended from overhead.
49) Inflammable liquids must be handled in safe cans or containers approved by HCSL and shall be stored in space having good ventilation and acceptable to HCSL. All such containers must be clearly labeled and warnings exhibited visibly.
50) Rescue operations done only by authorized person. If there is life threat observed, anybody can clear the threat and wait for authorized rescue persons for further actions.
51) Everybody should be responsible for housekeeping at their work site.
52) Avoid activity/action that leads to air/water/soil pollution.
53) The Contractor before starting any work in the HCSL premises will be issued with these HCSL HSE guidelines and firm is expected to give a declaration that he receives one copy of the HCSL HSE guidelines and will comply with laid therein.
54) A responsible safety In-charge is to be designated by the firm for the activities. The details of the safety In-charge shall be communicated to HCSL Safety & Fire dept. He shall take a lead to ensure safe work environment for their work sites.
55) HCSL reserves its right to suspend work in the event of the contractor not complying with the HSE guide lines with regarding to HSE practices for which no claim of any kind will be entertained.
56) To ensure the safe conduct of safety operation, a representative of the contractor should maintain appropriate contact with the HCSL officer-in-charge of the work as may be necessary to acquaint himself with any changed conditions of other matters relating to the HSE performance.

57) Any kind of emergency (Fire/ Rescue/ Personal Injury/ Property damage) to be reported to HCSL fire control room which is manned 24 hrs (Control room contact numbers are 101).





EMPLOYER REQUIREMENTS

Enclosure- A



TECHNICAL PARAMETERS		
Master Unit 280	Tons	280
Module Slave 160 Tons	Tons	160
Module Slave 160	Tons	160
Total Payload	Tons	600
Type of connection of Modules	Mechanical/Hydraulic	
Total Length	mm	43993
Max. Outer Width	mm	8720
Min. Outer Width	mm	7210
Max. in-center Width	mm	7105
Min. in-center Width	mm	5505
Variable Width Stroke	mm	1200
Min Height	mm	1644
Max Height	mm	2144
Width of side beam	mm	500 min
Height of side beam (no.2 inner reinforce.)	mm	450 min
Lifting Rams max stroke	mm	500
Min Height of keel	mm	1070
Speed (without load)	mts/min	up to 33
Max gradient		3%
Independent Steering		electronic by slew bearing
Type of Steering		
Configurations of Steering:		

-Crab at 0÷90°		Yes
-Front Steering 0/75°		Yes
-Rear Steering 0/75°		Yes
-Carousel (0÷360°		Yes
Correction of angle during steering		on all wheel groups
Independent lifting– Front/Rear – Right/Left		
Np. 2 Diesel Engine power 168 kw STAGE III		
Inclination of Engine/commands Cabins	Gr.	0÷8
No. of total axles	No.	15
No. of driven axles	No.	03 min
Dimension of rims	model	13.00 – 20"
Dimensions of Tyre	mms	44.5X16.5-20
No. of total tyres	No.	60
Ground Pressure	kgs/sqm	7 to 10 max
No. of wheels for each axle	No.	4
No. of forward/backward movement pumps	No.	2
Hydraulic Differential system – wheels anti slippery		Yes
No. of pumps for steering/lifting	No.	2
Remote Control Unit + Emergency Cables Remote Unit		Yes
No. of Telescopic Pads – capacity 10 tons	No.	22
No. of outward Telescopic Pads - 500 X 300	No.	11
No. of Inward Telescopic Pads - 500 X 300	No.	11
No. of Keel Beam – capacity 25 tons each	No.	10
Color		On demand
Remote Assistance		yes
Errors diagnosis		yes
PLC		yes
Touch Screen Panel for functioning		yes
Front Self-Levelling system		yes
Rear Anti-torsion system		yes
Side Self-Levelling System		yes
Control of general self levelling system		yes

STRUCTURE:

Construction classification according to ISO 4301 or equivalent as follows:

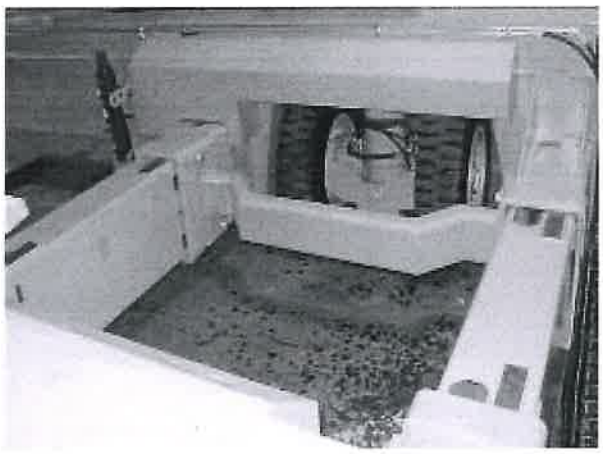
- Trailer Manufacturing : CLASS A3 or equivalent
- Lifting Mechanism : CLASS M4 or equivalent
- Translation Mechanism : CLASS M4 or equivalent

The manufacturing rules of standard NF E 52-109 1 and 2 or equivalent to be applied.

Structure is to be constructed by highly resistant steel tubes, type S 355 JR or equivalent, assembled in such a way as to form a "U" structure which enables the take and/or release of boats without exceeding the width of the latter.
The connection bar (closed side) is flanged to the two wheel-carrying side members, which contain the Diesel oil and the hydraulic oil tanks, the latter being inspection able by a flange provided with a gasket on which the filling cap is fixed, the said flange enabling to clean the tank thoroughly when oil replacement is carried out.

VARIABLE WIDTH

The variable width is compound of a double portant beam (male/female). The opening is driven by a double effect hydraulic piston. The sliding of the two beams is facilitated by the presence of antifriction plates



The control of the opening can be driven by the remote-control and fix board panel. When this system is installed the diesel and oil tanks are separated and not integrated in the beams of the structure.

The position of the rod is electronically controlled, in order to calculate the exact steering angle in any width adjustment.

The trailer should have Movable Keel Cross Beams which are for support the keels of the boats. They are to be removed during the positioning of the trailer underneath the boats, and put them again to support the keel if necessary.

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SELF-LEVELLING/ANTI-TORSION SYSTEM

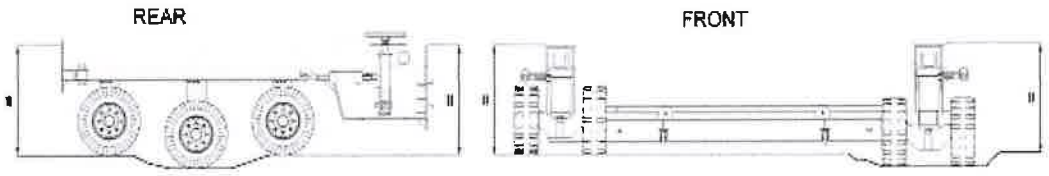
The system is a combination of two (2) different behaviours of the trailer during a movement with boat on it. In any case this combination is possible by a simple hydraulic connection among the Lifting Pistons – no sensors are present on the trailer.

FRONT SIDE (SELF-LEVELLING)

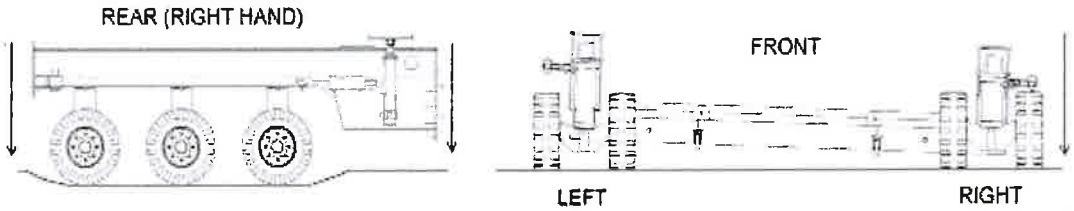
If the front side (left or right) faces to a deformation of the soil the relevant opposite side (left or right) compensate the drop in order to maintain the front (of the trailer) always horizontal.

REAR SIDE (ANTI-TORSION)

If the rear side (left or right) faces to a deformation of the soil the relevant front side (left or right) follows it. It means that the trailer gets inclined (for while usually) in order to avoid any torsions could affect on the boat. Of course, all wheels of the rear side (right or left) must face into the same deformation to make that the system works as just described. If only a wheel (group) faces the deformation, the rest of wheels belonging to the same rear side (right or left) compensate the drop and the system is not required to work.



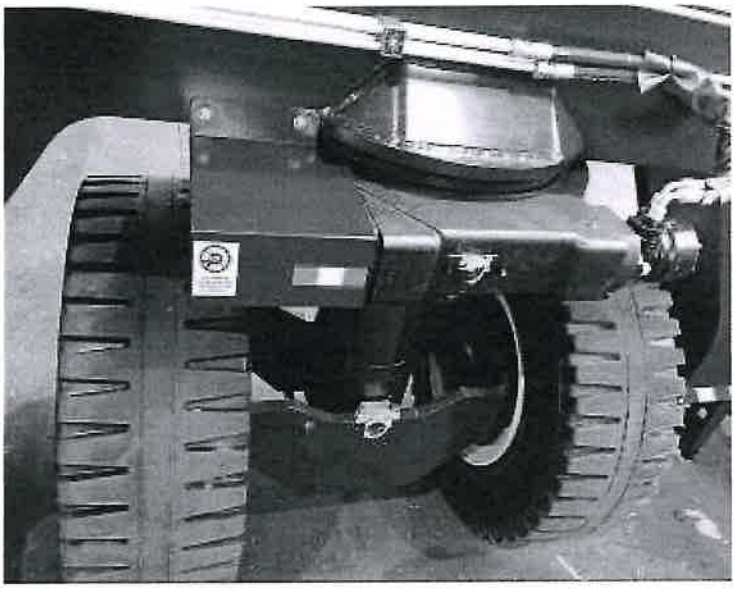
SELF-LEVELLING



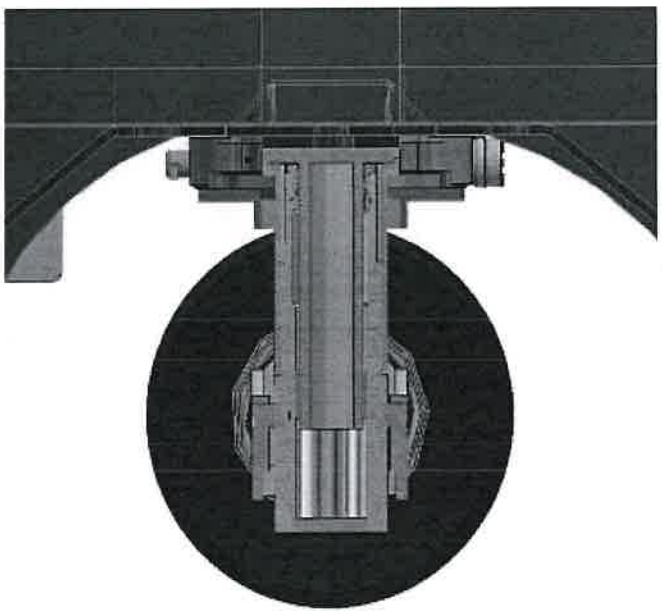
ANTI-TORSION

The levelling is not automatic, but the operator can correct the status of the trailer following the indication visible on the panel of the remote control.

The wheels are installed on a pivoting base which permits to adapt each wheel's group to deformation of the ground.



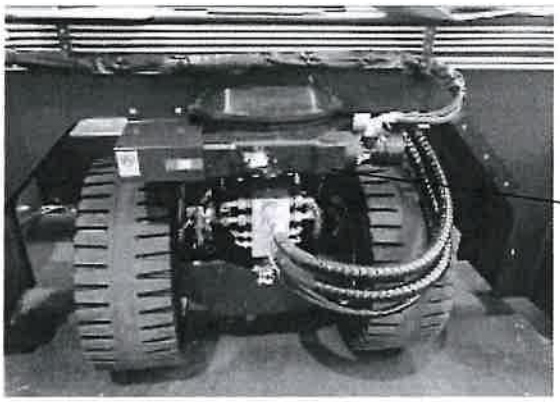
The lifting system applied to the motorized slew bearing is a unique solution.
The motorized slew bearing is not Designed to support a vertical load.
All vertical loads are supported by the lifting cylinder.
The motorised fifth wheel, in the exclusive system, has the sole task of steering, significantly reducing the effort applied to the motorised fifth wheel.



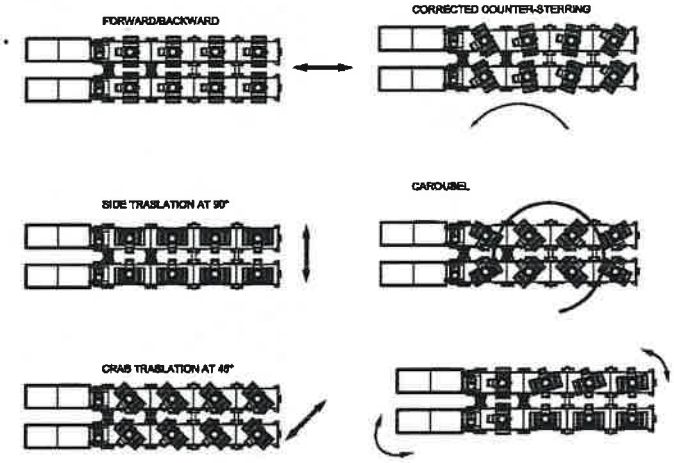
WHEEL UNITS – STEERING SYSTEM

The wheel units are built with carrying block in welded sheet metal hosting the wheel hubs welded to the said block as well as the reduction gear couplings for the front units and the lifting cylinder housings which make the wheel units horizontally pivoted.
The traction occurs on 16 driven wheels, the tyres are totally sixty (60) to sixty-four (64), super elastic type 355x65-15 reinforced type with 9.00–15" rims specially made in reinforced high -steel thickness

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The steering is carried out by means of a slewing bearing hydraulically driven and electronically controlled by an Industrial PC. This type of control permits to the platform an incredible flexibility during manoeuvring. Below are shown all possible steering modes by the trailer



All the steering modalities are visible on a screen on the radio control, so the operator can keep controlled:

- selected type of steering
- weight of the boat
- State of functioning of the engine

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LIFTING SYSTEM:

The lifting cylinders are built as a single piece and in such a way as to support a 40 tons vertical load each and made up of two liners to obtain a guiding/vertical lifting and rotation around itself double effect.
This special solution enables to obtain an extremely solid cylinder, which is determinant to withstand transversal and longitudinal stresses owing to soil depressions and/or obstacles on the distance covered when the trailer is in lifted position with maximum load.

HYDRAULIC SYSTEM:

The oil-pressure components delivered should be of first quality and the system as a whole is built to ensure maximum reliability and safety in compliance with the modern construction standards.

The pump units include a variable-delivery pump with axial cylinders and electronic proportional control, whereas the service pumps are of a fixed-delivery gear type; on the lifting function two solenoid valves blocks and two crossed pumps are used in order to obtain a balanced lifting both on the front and on the rear side.

The trailer is equipped with two pumps for forward-backward movement connected to each other so as to ensure the trailer has an anti-skid system. In the event of a wheel slipping, it is possible to activate the anti-skid directly in the remote control and allow the rest of the wheels to be guaranteed the grip necessary to escape the moment of slipping.

The trailer traction is obtained by hydraulic gear -reduction units complete with negative parking brake, properly dimensioned and splined to the driven wheel units.

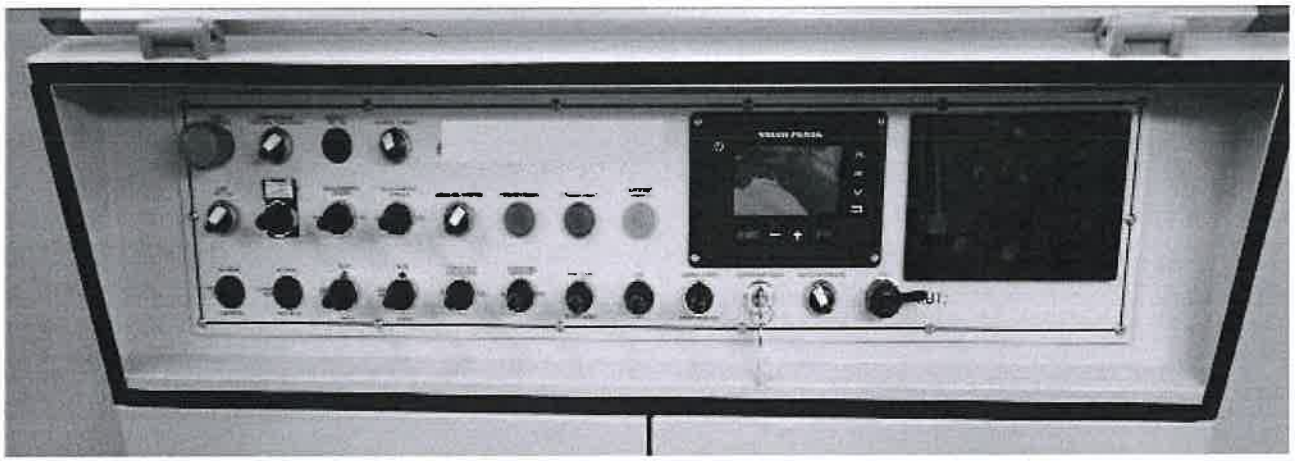
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The system is completed with tank suction filters in order to ensure cleanness of the system itself, of the control solenoid valves, of the flow dividers, of the check valves, etc. To grant oil cleanness when this is fully replaced, a removable cap complete with gasket is provided which enables to thoroughly clean the tank before filling it with new oil. A level indicator is also provided.

ELECTRICAL SYSTEM:

The electrical and electronic components have been conceived in order to grant maximum functional results as well as maximum efficiency using hi-tech and very reliable product

The trailer is remotely operated by means of a radiofrequency-approved **radio control** which enables to control all of the functions as from the control panel. In case of faulty, a Cabled Remote Unit is supplied with the same functions available on the remote unit.



Boarding panel is equipped with command and lamps to enabling/disabling specific functions not available on the remote control unit. In addition, the engine dashboard is to control the engine parameters and a PC panel to control the trailer parameters like:

- functions of trailer
  - Weight of Boats
  - type of steering
  - errors diagnostic
  - remote assistance

ANTI-CORROSION PROTECTION:

Once the trailer structural work has been completed, this shall undergo the following treatment:

- SA 2.5 degree sandblasting of all the structural works upon work completion.
- Application of an epoxy anti-rust primer with 130 micron thickness,
- Application of two coats of epoxy enamel paint Sea Blue (RAL. 5017) with 100 micron thickness,

This complete treatment will ensure a minimum dry film thickness of 180 micron.

LIST OF SUPPLIERS FOR MAIN BOUGHT COMPONENTS

The Employer has identified the following preferred suppliers. Any change in the recommendations made by the contractor is to be communicated before the pre-bid meeting. As far as possible, the contractor shall stick to the above list of approved brands while quoting their offer. After the award of the work, if approved makes are not available, for which the contractor has to submit proof of non-availability, the contractor shall submit the proposal for substitution by a similar item to the Employer during execution. If other brands are proposed, then they should guarantee the same quality level and performance as the below approved makes.

COMPONENT	BRAND
Steel structures	The entire structure is to be manufactured in steel S 355 JR and S355J2H as per standards UNI-EN10025. EN 10210.1 – EN 10210.2 Certified or equivalent
Pumps and hydraulic motors	BOSCH-REXROTH(Germany) SAUER(USA)
Proportional hydraulic distributors	DANFOSS(Denmark)
Mechanic couplers	TECHNODRIVE(Germany)
Epicyclical reducers on the lifting winches	BOSCH-REXROTH(Germany)
Wheel group Hubs	BOSCH-REXROTH(Germany)
Steering siew drivers	IMO(Germany)
Tiers (OTR brand new)	MRF(India) or equivalent Continental/Trelleborg/Galaxy/GoodYear
Lifting slings	SPANSET(Germany) STROPS(Italy)
Lifting ropes	TREFILEUROPE-ARCELOR(France), Teci (Ita) or equivalent
Electrical components	LEGRAND(France) TELEMECANIQUE(France) STROMAG(Germany) OMRON(Japan) SIEMENS(Germany) TER(Italy) BAUMER(Germany) LEINE LINDE(Germany) Schneider,
PLC	SIEMENS(Germany), Parker
Weighing system	BCS(Italy)
Remote Control	AUTEC(Italy), IMET
Hydraulic Pipes	MARCEGAGLIA(Italy) or equivalent ALFA GOMMA(Italy)
Hydraulic Fitting	VOSS(Germany) STAUFF(Germany) or STAUFF(India)
Oil Filters	MP Filters(Italy) HYDAC(Germany)
Pulleys Manufacturer	Licharz GmbH (Ger) or equivalent
Bearings on pulleys	Shield Radial Bearing (SKF/FAG)
Hydraulic moto reducers	Bonfiglioli Trasmital (Ita) , Brevini,

Winches Hydraulic motors	Dana Brevini (USA),
Wheels Hydraulic motors	Bosch Rexroth (Ger)
Hydraulic distributors	Parker (USA) , Sauer Danfoss, Hawe, Salami, Hydreco,
OC Hydraulic pumps	Parker (USA) , Bosch Rexroth, Sauer Danfoss, Linde, Salami, Hydreco,
CC Hydraulic pumps	Linde (Swe), Bosch Rexroth, Sauer Danfoss, Linde, Salami, Hydreco,
Diesel engine (tier3/stage III A Turbocharged water-cooled engine)	FPT (Fiat Power Train) or Volvo, Perkins UK, cummins(USA), Cat / Volvo Penta
Pipe fittings/ Flex Ppes	Interpump
Hydr Distributors	Walvoil/Parker/Bosch
Solenoid Valves	Cetop/Danfoss
Drive Motors	FP Trasmssioni/Dana/Brevi ni

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Volume II	Conditions of Contract General Conditions of Contract (GCC) Particular Conditions of Contract (PCC) Standard Forms
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1 Preamble to Schedule of Prices

1. General

1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract and the Employer's Requirement and Drawings.

1.2 The Tenderer shall quote for all items of the Works executed on EPC/Turnkey basis and the prices shall be quoted for the complete scope of Work as described or implied from these Tender Documents in Schedule of Prices.

2. Description & Quantities

2.1 Price given in the Schedule of Prices against each item shall be for the scope covered by that item as detailed in the Employer's Requirements, Drawings or elsewhere in the Tender Document. The general directions and descriptions of work and materials are not necessarily repeated nor summarized in the Schedule of Prices and do not generally give a full description of the Plant and equipment to be supplied and the services to be performed under each item. References to the relevant sections of the Tender Document shall be made to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices against each item in Schedule of Prices.

The Schedule of Prices only identifies major components of the structure and it does not restrict the responsibility of the Contractor to furnish all equipment's, materials and services as deemed necessary by the Employer for making the Boat Trailer operationally complete and satisfactory as specified and/or implied in the Tender Document and subsequent revisions thereto.

2.2 The quantities as shown in the Schedule of Prices are estimated quantities and provisional only being given as an indication of the Scope of Work to enable the Tenderer to bid for different items of the Works in accordance with his estimate of costs. The estimated quantities shall be used for comparing the Tenders. It is, however, be noted that the basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Employer / Employer's Representative.

2.3 The sizes & dimensions mentioned and/or specified in the various technical descriptions and specifications including Drawings are tentative and not final as the responsibility for detailed design rests with the Contractor under the Contract. If, in the opinion of the Employer / Employer's Representative, at the time of review of Contractor's drawings/designs for approval, certain sizes & dimensions of some items have to be increased for proper completion and/or operation of the Works, then revised sizes & dimensions shall be supplied by the Contractor at no extra cost to the Employer.

3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Tender Document shall comply both with FPS & MKS System.

The following abbreviations shall be used in the Schedule of Prices:

Abbreviation	
Local Currency Component	LCC
Indian Rupees	INR
Ex Works	EXW
Quantity	Qty
Square Meters	m^2
Running Meters	rm

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4. Rates and Prices

4.1 Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Works, the provision of services including his overheads, income tax, super tax, other indirect costs, customs & other duties, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

The unit rates shall be extended to show the total amount for each item. The total of the Schedule of Prices is the Total Tender Price and shall be entered in of the Form of Summary of Tender Price. Where a discrepancy exists between the unit rate and the extended total amount, the unit rate shall be taken as correct and the total amount adjusted accordingly.

4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the Tenderer shall be fixed and firm and shall not be subject to adjustment during the performance of the Contract.

4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty-eight (28) days prior to the deadline for submission of Tender shall be included in the rates and prices and the total Tender Price submitted by a Tenderer.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per provisions of the Conditions of Contract.

4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided in the Schedule of Prices for any work required to be executed by the Contractor on EPC/Turnkey basis under single responsibility for the completion of the Works and to make the Boat Trailer equipment operationally complete, the cost of such item(s) shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made by the Employer for those items executed by the Contractor.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Where a Tenderer fails to quote a price of any item of the Schedule of Prices, the Employer will consider that the price of that item is included among other items and the Contractor will be obligated to furnish that item at no extra cost to the Employer, if awarded the Contract.

4.5 The Tenderer shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Pandu Port and or any other seaport of India and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. The Tenderer shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his Tender. The Contractor will have the option to use either Kolkata Port or any other seaport of India, if transported by sea.

4.6 The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, are not specifically mentioned in the Schedule of Prices, Employer's Requirements including Drawings, such details shall be considered as included in the Contract Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Works shall be deemed to have been included in the quoted prices.

4.7 All costs in connection with third party agency inspection/certification and witnessing of Factory Acceptance Tests within and outside India as per provisions of Sub-Clause 7.4 of Particular Conditions of Contract shall be borne by the Contractor and shall be deemed to have been included in the quoted prices.

All costs in connection with the holding of meetings shall be borne by the Contractor.

The rates in the Schedule of Prices shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.

5. Tender Prices

5.1 Break-up of Tender Prices

The various elements of Tender Prices shall be quoted as detailed below:

a) Shipping & Insurance (if transported by sea)

i) Shipping

The Tenderer shall quote prices for shipping from port of shipment to the port of entry in India (India seaport) for the sub-totals of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to be imported in India for the Contract. Such prices shall include all marine transportation costs including ocean freight, heavy lift charges, fees and other charges, etc.

The prices for shipping/marine transportation shall be quoted for shipment through any reputed shipping lines acceptable to the Employer.

Cost of shipment(s) affected by the Contractor at his option by aircraft shall be deemed to be included in the total Tender Price.

b) Unit Price for Supply of Goods

The Tenderer shall quote prices for Local Goods, materials (other than civil permanent works which is done by the Employer through another contractor) and equipment in the relevant column of Ex-Factory of "Schedule of Prices". Such prices shall include:

i) Design documentation, drawings, drafting, planning services, manufacturing, testing, commissioning, training, third party agency certification, and packing of finished goods ready for delivery to Site including loading, unloading, transportation, storing and insurance costs,

ii) All custom duties, sales tax and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of Local Goods, materials and equipment's.

c) Local Transport

Inland transportation for the Plant, Erection Equipment, Spare Parts and Workshop Equipment shall be the Contractor's responsibility in respect of:

i) the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials offered from outside India; from the port of entry in India to the storage area at the Site, and

ii) indigenous Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials if any, offered from within India; from the factory in India to the storage area at the Site. The cost shall also include all insurance costs of Local Goods and other materials from factory to Site covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to Site. The cost of insurance of Local Goods shall be quoted on the basis of insurance through any insurance company listed in Clause 5.1 a) ii) here above, acceptable to the Employer.

All charges occurring there from including octroi, zila tax, fees etc. and charges for loading, forwarding and unloading expenses shall be borne by the Contractor. Unloading at the Site, handling of the Plant, Erection Equipment, Spare Parts, Workshop Equipment and other materials to the designated point of Site storage, checking and verifying all shipments received against shipping documents, issue of all receiving reports and issues of damage reports (when applicable) shall be the Contractor's responsibility.

The Tenderer shall recognize such elements of the costs which he expects to incur in the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

d) Erection & Other Work

The Tenderer shall quote prices for Erection & Other Work for the sub-totals of the Plant at the Site. Such prices shall include the costs of handling of the Plant and other materials from Site storage to point of final installation, erection, installation, testing, commissioning including all inspection, performance tests, reliability tests and responsibility for operation & maintenance of the Plant until issuance of the Taking-Over Certificate, the cost of foreign and local erection staff and labour, tools and equipment etc. It shall also cover the services of qualified representative(s) of the supplier(s) of Plant or adviser(s) to assure proper erection and commissioning of the Plant.

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The price shall also include cost of arranging insurances in respect of Contractor's operations in India which insurances shall be effected by the Contractor with any insurance company listed in Clause 5.1 a) ii) here above, acceptable to the Employer.

e) Other Services

In the Schedule of Prices, under the relevant items, the Tenderer shall quote prices for all costs to be incurred in connection with inspections and witnessing of tests at manufacturers' works within or outside India by the Employer / Employer's Representative staff.

All payments towards guarantee, etc shall be covered in the quoted price.

5.2 Total Tender Price

The total of Tender prices in the Schedule of Prices shall be entered in the Summary of Tender Prices.

6. Erection & Testing Equipment and Maintenance Tools

6.1 The Tenderer shall be responsible to provide all Erection and Testing Equipment & Maintenance Tools at the Site, at his own expenses.

7. Provisional Sums

7.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer / Employer's Representative. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer / Employer's Representative to utilize such sums.

Provisional Sums shall be expended for reimbursement of Contractor's invoices for any additional site protection works, relocation of services or any other work / payments as instructed by the Employer / Employer's Representative through Variation Order.

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2. **Schedule of prices**

Schedule 1 – 01 no. Boat Trailer of 600T

PRICE BID FORMAT FOR DOMESTIC PRODUCT (01 no. BOAT TRAILER OF 600T CAPACITY) IN INR

FOR INDIGENOUS CONTENT

Sl No.	Catogory	Total Price (INR)
1 (a)	Cost of Boat Trailer (600 Tone) and all accessories (including Third party inspection charges).	
1(b)	Transportation Charges including loading/unloading etc.	
1(c).	1 (a) + 1 (b)	
2	GST on Sl No.1 (c) above (.....%), HSN code.....	
3	Cost of Spares as per Clause 81 of tender document volume III, Technical specification.(INR)	
4	GST on Sl No.3 above (.....%), HSN code.....	
5	Erection ,Installation and commissioning ,testing, training, and handover including service assistance (INR)	

6	GST on Sl No 5 above (.....%)	
7	Per Year AMC/Extended Warranty Charges after completion of 2 year Warranty Period Note: AMC/Extended Warranty shall be for 3 years. Here quote only per year rate	
8	GST on Sl No 7 above (.....%)	
	Total Cost (In Figures)	
	Total Cost (In Words)	

Note:

1. In case there is a discrepancy between words and figures, those written in words shall prevail over figures and same shall be considered for price. If, in the price structure quoted for the required material/item/taxes/duties, there is discrepancy between the total price against each item and the total cost, (Sum total of total prices.), total of total price against each item shall be considered.

2. Cost of spares (as per Clause 81 of tender document volume III) to be supplied along with Boat Trailer shall be considered for computation of lowest bidder .

3. Please refer relevant clauses of volume I Special terms and conditions of tender for details on taxes /duties.

4. Unpriced Bid: Price bid without price & with percentage of taxes & duties and details like quoted/Nil/Included, shall be submitted along with the technical bid (Part I).

5. Insurance shall be in the scope of Hooghly HCSL.

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Schedule 2 – Day Works Rates -Labour

Item	Description	Unit (hrs)	Rate INR	Amount INR
A.01	Design engineer	80		
A.02	Draftsmen (CAD)	120		
A.03	Foremen	60		
A.04	Skilled workmen	40		
A.06	Skilled carpenters	40		
A.07	Skilled welders	40		
A.08	Skilled machine operators	40		
A.10	Operator for crane	40		
A.11	Skilled mechanics	40		
A.12	Skilled electricians	40		
A.14	Unskilled workmen	800		
	Subtotal			
	(Any additional items may be added by the Tenderer)			

Schedule 3 – Optional Works

Item No.	Description	Unit	Quantity	Rate INR	Amount INR
		U			
		U			
	(any additional items may be added by the Tenderer)				
Total Schedule (					

Note: only schedule 1 will be considered for arriving L 1 bid. Day work and optional items would not be considered for the arrival/evaluation of L 1 bid

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3 Estimated Payment Schedule

Tenderer's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of Works and the Rates in the Schedule of Prices, expressed in foreign and local currency of payments:

Period / Section	**Amount**	
	LCC	**FCC**
Advance Payment		
At completion of Phase 1 (Design Phase)		
At successful factory tests of Boat Trailer		
At delivery to Site of Boat Trailer		
At completed installation of Boat Trailer System		
At successful commissioning of Boat Trailer System		
At successful completion of O&M Training to Em- ployer's Employees		
(any additional items may be added by the Ten- derer)		
Total Tender Price		

4 Lump Sum Cost Breakdown for Major Items

The Tenderer is to provide a detailed breakup of his Lump sum costs in a manner that the overall picture for the quoted price can be understood. It should include major head- ing wise cost breakup including rate analyses for at least 6 major cost items as required to analyse it.

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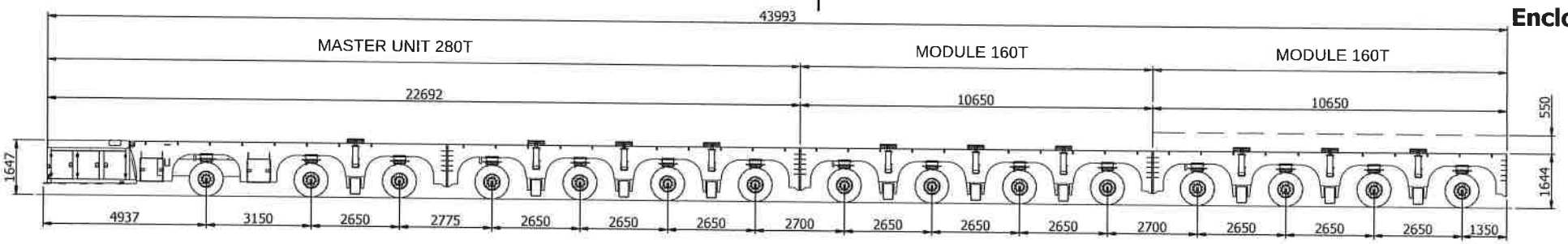
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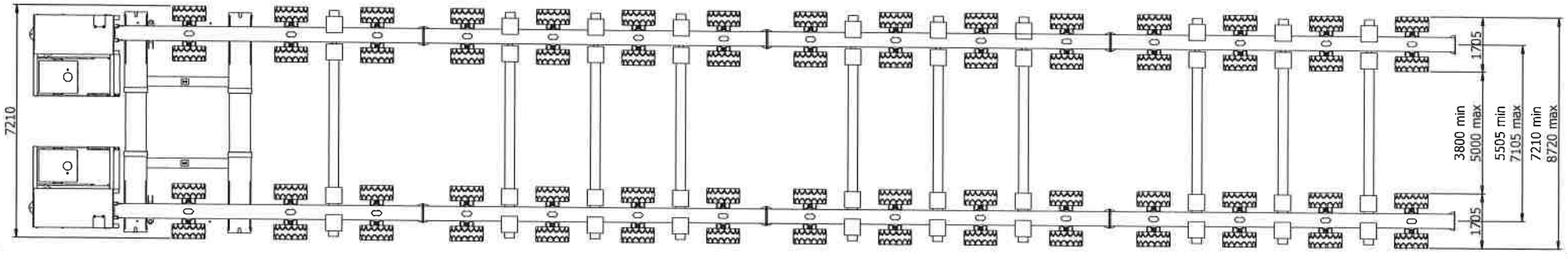
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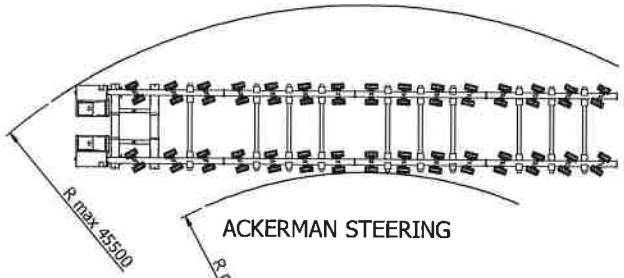
Volume V Drawings

Enclosure- B

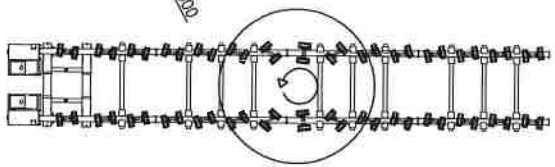
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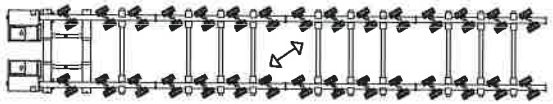




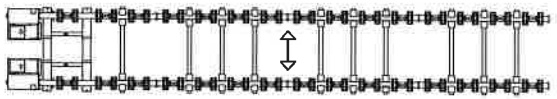
ACKERMAN STEERING



360° STEERING



CRAB STEERING 0 - 90



SIDE STEERING 90°

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